



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8
999 18TH STREET - SUITE 300
DENVER, CO 80202-2466
<http://www.epa.gov/region08>

1071717 - R8 SDMS

JUN 23 2005

Ref: TMS-F

MEMORANDUM

ENFORCEMENT CONFIDENTIAL

SUBJECT: Cost Recovery Documentation
Site #08-GA - Vermiculite Intermountain, UT

FROM: *Martha A. Walker*
Martha A. Walker
Financial Management Officer

TO: Kelcey Yarbrough Land, Cost Recovery Program Manager
Technical Enforcement Program, 8ENF-RC

REF: CRP # 109142, 112262, 117363, 119442, 119462

Attached is the cost recovery package (CRP) for Site # 08-GA, Vermiculite Intermountain, UT for the time frame 10/01/1980 through 05/31/2005, using the **UPDATED ANNUAL ALLOCATION** and **NEW INDIRECT RATES** (as set forth in the memorandum dated September 1, 2004 by the Financial Management Division, Office of the Comptroller under Transmittal No. 04-05). Payroll costs from pay period 01 beginning 10/01/1980 through pay period 18 ending 05/28/2005 are included.

Total costs are:

All Inclusive \$2,340,234.95

ATSDR

The requested updated cost recovery documentation from the Agency for Toxic Substances and Disease Registry (ATSDR) is not available at this time and therefore will be provided under separate cover when received.

If you have any questions or require further information, please contact Laurie Padilla at x6869 or Judy Lehmann at x6166.

Attachments

*La Quinta
Hien Package*

Certified By Financial Management Office
Itemized Cost Summary
VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA
ALL INCLUSIVE
COSTS FROM 10/01/1980 THROUGH 05/31/05

REGIONAL PAYROLL COSTS	\$109,633.00
HEADQUARTERS PAYROLL COSTS	\$5,598.61
REGIONAL TRAVEL COSTS	\$26,203.49
HEADQUARTERS TRAVEL COSTS	\$2,767.06
EMERGENCY REMOVAL CLEANUP (ERC)	
ENVIRONMENTAL RESTORATION, LLC (68-W0-1053)	\$1,046,293.19
ENFORCEMENT SUPPORT SERVICES (ESS)	
SCIENCE APPLICATION INTERNATIONAL CORPS (68-S9-0010)	\$14,906.85
TOEROEK ASSOCIATES, INC. (68-W9-9050)	\$2,148.70
INTERAGENCY AGREEMENT (IAG)	
DEPARTMENT OF TRANSPORTATION (DW69953792)	\$499,154.83
EPA INDIRECT COSTS	\$633,529.22
Total Site Costs:	<u>\$2,340,234.95</u>



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8
999 18TH STREET - SUITE 300
DENVER, CO 80202-2466
<http://www.epa.gov/region08>

AUG 16 2005

Ref: TMS-F

MEMORANDUM

ENFORCEMENT CONFIDENTIAL

SUBJECT: ATSDR Costs
Site #08-GA - Vermiculite Intermountain, UT

FROM: Martha A. Walker *for*
Financial Management Officer

TO: Kelcey Yarbrough Land
Cost Recovery Program Manager
Technical Enforcement Program, ENF-RC

REF: CRP #120422 in conjunction with CRP#'s 109142, 112262, 11 7363, 119442,
and 119462

Attached is the Agency for Toxic Substances and Disease Registry (ATSDR) cost documentation (CRP #120422) for Site # 08-GA, Vermiculite Intermountain, UT for the time frame 10/01/1980 through 05/31/2005. These costs belong with the full cost package previously sent to you on June 23, 2005.

Total ATSDR costs are: \$85,646.82

If you have any questions or require further information, please contact Laurie Padilla at Ext. 6869 or Judy Lehmann at Ext. 6166.

Attachments



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Itemized Cost Summary

VERMICULITE INTERMOUNTAIN, SALT LAKE CITY, UT SITE ID = 08 GA

ATSDR COSTS ONLY
10/01/1980 THROUGH 05/31/2005

ALLOCATION TRANSFER IAG'S

AGENCY FOR TOXIC SUBSTANCES & DISEASE REGISTRY (ATSDR2005) ..	\$85,646.82
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Total Site Costs:	<u>\$85,646.82</u>
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Contract Costs

VERMICULITE INTERMOUNTAIN, SALT LAKE CITY, UT SITE ID = 08 GA

ATSDR COSTS ONLY

10/01/1980 THROUGH 05/31/2005

ALLOCATION TRANSFER IAG'S

Contractor Name: AGENCY FOR TOXIC SUBSTANCES & DISEASE REGISTRY

EPA Contract Number: ATSDR2005

Project Officer(s):

Dates of Service: From: 10/01/1980 To: 05/31/2005

Summary of Service:

Total Costs: \$85,646.82

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount
CONTRACT	07/15/2005	85,646.82	ATSDR 05/31/2005	79,298.13 (1)
INDIRECT	07/15/2005	85,646.82	ATSDR 05/31/2005	5,099.50 (2)
PAYROLL	07/15/2005	85,646.82	ATSDR 05/31/2005	996.42 (3)
TRAVEL	07/15/2005	85,646.82	ATSDR 05/31/2005	252.77 (4)
Total:				<u>\$85,646.82</u>

- (1) THE LETTER REPORT DATED 07/15/05 FROM THE AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY (ATSDR) INCLUDES CHARGES FOR COOPERATIVE AGREEMENT WITH THE STATE OF UTAH IN THE AMOUNT OF \$79,298.13 FOR THE PERIOD ENDING SEPTEMBER 29,2004
- (2) THE LETTER REPORT DATED 07/15/05 FROM THE AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY (ATSDR) INCLUDES INDIRECT COSTS IN THE AMOUNT OF \$5,099.50 FOR FISCAL YEARS 2003 AND 2004. THE INDIRECT COSTS FOR FISCAL YEAR 2003 ARE CALCULATED USING A FINAL INDIRECT COST RATE. THE INDIRECT COSTS FOR FISCAL YEAR 2004 ARE CALCULATED USING A PROVISIONAL INDIRECT COST RATE FOR THE PERIOD ENDING 05/31/05.
- (3) THE LETTER REPORT DATED 07/15/2005 FROM THE AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY (ATSDR) INCLUDES PAYROLL IN THE AMOUNT OF \$996.42 FOR THE PERIOD ENDING 05/31/2005.
- (4) THE LETTER REPORT DATED 07/15/2005 FROM THE AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY (ATSDR) INCLUDES TRAVEL IN THE AMOUNT OF \$252.77 FOR THE PERIOD ENDING 05/31/2005.

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Itemized Cost Summary

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

REGIONAL PAYROLL COSTS	\$109,633.00
HEADQUARTERS PAYROLL COSTS	\$5,598.61
REGIONAL TRAVEL COSTS	\$26,203.49
HEADQUARTERS TRAVEL COSTS	\$2,767.06
EMERGENCY REMOVAL CLEANUP (ERC)	
ENVIRONMENTAL RESTORATION, LLC (68-W0-1053)	\$1,046,293.19
ENFORCEMENT SUPPORT SERVICES (ESS)	
SCIENCE APPLICATION INTERNATIONAL CORPS (68-S9-0010)	\$14,906.85
TOEROEK ASSOCIATES, INC. (68-W9-9050)	\$2,148.70
INTERAGENCY AGREEMENT (IAG)	
DEPARTMENT OF TRANSPORTATION (DW69953792)	\$499,154.83
EPA INDIRECT COSTS	\$633,529.22
Total Site Costs:	<u><u>\$2,340,234.95</u></u>

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Regional Payroll Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ACKERMAN, JOYCE MARYMEE	2003	08	1.00	55.61
MARYMEE, JOYCE A.		10	5.00	281.26
ENV ENGINEER		11	0.50	28.12
		13	0.50	28.14
	2005	10	10.00	603.82
		11	0.50	29.80
		12	7.00	415.83
		13	2.50	147.91
		16	3.50	207.93
		17	0.50	29.76
		18	1.00	59.41
			32.00	\$1,887.59
BOHAN, SUZANNE J.	2005	07	4.00	247.02
GENERAL ATTORNEY		08	3.00	185.29
			7.00	\$432.31
BROSTE, DAVID L	2004	03	4.50	223.55
INVESTIGATOR		04	6.00	298.06
		05	3.00	149.03
		07	7.00	347.68
		08	4.00	198.68
		09	2.50	127.46
		10	1.00	50.99
		11	5.00	254.92
		12	4.00	203.93
		13	1.00	50.99
		14	1.00	50.99
		15	6.00	312.30
		16	2.00	104.10
		18	0.50	26.02
		20	1.00	52.05
		23	1.00	52.05
	2005	03	4.00	212.41
		04	2.00	106.20

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Regional Payroll Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
BROSTE, DAVID L	2005	07	2.00	106.20
			57.50	\$2,927.61
CHIPP, WENDY N. PUBLIC AFFAIRS SPECIALIST	2004	03	9.00	287.55
			9.00	\$287.55
COHN, MATTHEW D. GENERAL ATTORNEY	2003	24	8.00	550.46
		27	1.75	114.54
	2004	03	3.75	245.48
		04	1.25	81.85
		05	1.00	65.45
		06	2.75	180.03
		08	4.50	309.63
		09	5.00	351.94
		10	10.00	703.89
		11	7.00	492.70
		12	8.50	598.29
		14	10.50	739.06
		15	23.00	1,654.15
		16	20.00	1,438.39
		18	14.00	1,006.88
		19	2.00	143.84
		20	7.00	503.44
		21	1.50	107.88
		23	1.00	71.92
		24	1.00	71.92
		25	1.00	71.92
	2005	03	2.00	137.43
		09	0.50	37.49
		11	1.00	74.98
		12	2.00	149.93
		13	7.00	522.70
		14	3.00	224.89
		16	0.50	37.49
		17	9.00	674.70

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Regional Payroll Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE
COSTS FROM 10/01/1980 THROUGH 05/31/05

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COHN, MATTHEW D.	2005	18	9.50	712.20
			169.00	\$12,075.47
GOLDEN, DANIELA D	2005	13	1.50	66.78
THIGPEN, DANIELA D.				
ENV PROT SPEC			1.50	\$66.78
LAND, KELCEY YARBROUGH	2003	24	1.00	49.65
ENV PROT SPEC		25	1.00	49.65
	2004	03	2.50	124.12
		04	1.00	49.65
		06	1.50	74.48
		08	2.00	99.29
		10	3.00	152.60
		14	8.00	406.94
		15	6.00	311.61
		16	1.00	51.94
		17	2.00	103.87
		19	1.50	77.90
		23	1.00	51.94
	2005	06	4.00	206.86
		12	3.00	164.51
		13	2.00	109.67
		17	2.00	109.67
		18	3.00	164.51
			45.50	\$2,358.86
LANGE, ALAN U.	2004	15	2.00	113.47
ENV SCIENTIST		16	31.00	1,647.30
			33.00	\$1,760.77
MANLET, NANCY L.	2004	13	6.00	185.01
FIN. MGMT. SPECIALIST		14	10.00	308.36
			16.00	\$493.37
MILLER, AUBREY	2004	FB	9.00	463.44

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Regional Payroll Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
PHS			9.00	\$463.44
MUELLER, NANCY H	2004	03	15.50	684.34
PUBLIC AFFAIRS SPECIALIST		04	1.00	44.15
		07	0.50	22.07
		08	0.50	22.07
		10	2.00	90.27
		13	1.00	45.14
		14	0.50	22.57
		15	1.00	46.11
		16	0.50	23.05
		24	1.00	46.11
	2005	13	0.50	24.52
			24.00	\$1,070.40
MYERS, CRAIG	2004	05	2.00	50.75
ENVIRONMENTAL ENGINEER		06	32.00	826.72
		07	1.00	25.36
		08	1.00	25.37
		10	1.00	26.04
		11	14.00	381.95
		12	1.00	26.04
		13	18.00	468.74
		14	26.50	690.10
		15	75.00	2,076.66
		17	14.00	411.47
		18	84.50	2,393.01
		19	27.50	740.02
		20	60.00	1,636.23
	2005	03	20.00	644.52
			377.50	\$10,422.98
NICHOLS, FLOYD D.	2003	15	17.00	924.44
ENV ENGINEER		16	7.00	380.64
		17	7.00	380.97
		18	31.00	1,643.76

Certified By Financial Management Office

Regional Payroll Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
NICHOLS, FLOYD D.	2003	19	26.00	1,415.02
		20	10.00	544.25
		21	20.00	1,088.20
		23	50.00	2,720.03
		24	28.00	1,523.46
		25	7.00	380.87
		26	30.00	1,632.29
	2004	27	34.00	1,849.92
		01	11.00	468.37
		02	14.00	761.72
		03	71.00	3,819.74
		04	8.00	435.27
		05	18.00	979.36
		06	6.00	326.46
		07	12.00	652.88
		08	13.00	707.27
		09	16.00	893.08
		10	29.00	1,501.89
		11	23.00	1,283.80
		12	20.00	1,116.35
		13	30.00	1,655.58
		16	23.00	1,310.91
		17	51.00	2,800.30
		18	122.00	5,391.13
		20	55.00	3,081.60
		21	19.00	1,082.93
		22	27.00	1,538.90
		23	15.00	854.95
		24	48.00	2,600.57
		25	50.00	2,770.08
		26	12.00	869.30
	2005	02	50.00	2,595.63
		03	29.00	1,480.50
		04	47.00	2,427.80
		05	40.00	2,120.52
		06	60.00	3,036.52

Certified By Financial Management Office

Regional Payroll Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
NICHOLS, FLOYD D.	2005	07	64.00	3,334.90
		08	52.00	2,686.27
		09	10.00	514.66
		10	20.00	1,109.44
		11	8.00	443.91
			<u>1,338.00</u>	<u>\$71,136.44</u>
PADILLA, LAURIE A. FIN. MGMT. SPECIALIST	2005	08	15.00	526.39
		09	6.00	219.05
		10	4.00	146.03
			<u>25.00</u>	<u>\$891.47</u>
PENNOCK, SONYA S PUB AFFAIRS SPEC	2004	18	1.00	63.08
		21	0.50	31.54
	2005	18	2.50	164.13
			<u>4.00</u>	<u>\$258.75</u>
POKORNY, CAROL J. ENVIRONMENTAL PROTECTION SPECIALIST	2004	18	1.00	55.52
		19	0.50	27.76
		22	0.75	41.65
		23	1.00	53.57
		26	0.25	13.42
	2005	12	0.25	13.97
			<u>3.75</u>	<u>\$205.89</u>
PRESSLEY, CHERYL ACCOUNTANT	2004	01	1.00	51.46
		02	4.00	205.73
		03	0.50	25.71
	2005	09	1.00	56.30
		10	1.25	70.37
			<u>7.75</u>	<u>\$409.57</u>
ROMERO, DAVID ENV SCI (OSC)	2004	16	39.00	1,510.79
			<u>39.00</u>	<u>\$1,510.79</u>
ROQUEMORE, SHEILA R.	2004	02	0.50	16.73

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Regional Payroll Costs

VERMILCULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
VEASLEY, SHEILA R. FINANCIAL MGMT SPECIALIST			0.50	\$16.73
SHIP, JAYME (ASST. REG COUNSEL)	2003	24	32.00	550.14
		26	8.00	137.53
			40.00	\$687.67
SISK, RICHARD L GENERAL ATTORNEY	2003	10	3.50	208.88
		11	1.00	59.68
			4.50	\$268.56
Total Regional Payroll Costs			2,243.50	\$109,633.00

Certified By Financial Management Office
Headquarters Payroll Costs
VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA
ALL INCLUSIVE
COSTS FROM 10/01/1980 THROUGH 05/31/05

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
GILBERT, JOHN M.	2004	14	44.00	2,764.39
ENVIRONMENTAL ENGINEER		17	45.00	2,834.22
			89.00	\$5,598.61
Total Headquarters Payroll Costs			89.00	\$5,598.61

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Regional Travel Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
ACKERMAN, JOYCE MARYMEE MARYMEE, JOYCE A. ENV ENGINEER	TM0288854	ACHA05049	02/23/2005	261.05
				<hr/> \$261.05
CHIPP, WENDY N. PUBLIC AFFAIRS SPECIALIST	TM0162298	ACHA03323	11/21/2003	278.18
				<hr/> \$278.18
LANGE, ALAN U. ENV SCIENTIST	TM0206800	ACHA04119	04/30/2004	786.10
				<hr/> \$786.10
MILLER, AUBREY PHS	TM0187203	ACHA04063	03/05/2004	288.45
				<hr/> \$288.45
MUELLER, NANCY H PUBLIC AFFAIRS SPECIALIST	TM0161787	ACHA03307	11/05/2003	243.90
				<hr/> \$243.90
MYERS, CRAIG ENVIRONMENTAL ENGINEER	TM0171158	ACHA04008	01/08/2004	700.72
	TM0180474	ACHA04065	03/09/2004	79.70
	TM0194126	ACHA04093	04/06/2004	479.25
	TM0202419	ACHA04128	05/11/2004	1,005.20
	TM0210855	ACHA04133	05/14/2004	1,197.05
	TM0215380	ACHA04166	06/16/2004	967.19
	TM0220608	ACHA04168	06/18/2004	1,394.45

Certified By Financial Management Office

Regional Travel Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
MYERS, CRAIG	TM0224630	ACHA04197	07/19/2004	1,163.30
				<u>\$6,986.86</u>
NATIONSBANK OF DELAWARE N.A.	TM0260812	ACHC04317	11/16/2004	532.07
				<u>\$532.07</u>
NICHOLS, FLOYD D.	TM0105616	ACHA03111	04/23/2003	323.26
ENV ENGINEER	TM0112491	ACHA03155	06/06/2003	450.19
	TM0127744	ACHA03190	07/11/2003	441.10
	TM0134970	ACHA03227	08/19/2003	344.16
	TM0136653	ACHA03238	08/28/2003	460.30
	TM0142767	ACHA03260	09/19/2003	334.93
	TM0142776	ACHA03280	10/09/2003	707.97
	TM0168305	ACHA03365	01/05/2004	491.25
	TM0179568	ACHA04034	02/05/2004	536.18
	TM0182027	ACHA04050	02/23/2004	494.77
	TM0182418	ACHA04055	02/26/2004	480.01
	TM0194122	ACHA04113	04/26/2004	427.41
	TM0208958	ACHA04159	06/09/2004	670.14
	TM0215158	ACHA04180	06/30/2004	1,440.86
	TM0234362	ACHA04208	07/28/2004	359.45
	TM0227497	ACHA04209	07/29/2004	536.13
	TM0241158	ACHA04232	08/23/2004	386.54
	TM0245114	ACHA04264	09/22/2004	493.79
	TM0246135	ACHA04264	09/22/2004	544.93
	TM0246151	ACHA04264	09/22/2004	497.73
	TM0257124	ACHA04300	10/28/2004	512.90
	TM0257132	ACHA04309	11/08/2004	490.77

Certified By Financial Management Office

Regional Travel Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
NICHOLS, FLOYD D.	TM0257139	ACHA04310	11/09/2004	459.81
	TM0268358	ACHA04328	11/26/2004	507.73
	TM0269806	ACHA04349	12/16/2004	479.87
	TM0269829	ACHA04349	12/16/2004	765.81
	TM0275290	ACHA04363	12/30/2004	518.85
	TM0275299	ACHA05012	01/14/2005	521.17
	TM0279034	ACHA05013	01/18/2005	439.57
	TM0268471	ACHA05026	01/28/2005	518.20
	TM0285606	ACHA05026	01/28/2005	75.75
	TM0288857	ACHA05049	02/23/2005	343.66
				<hr/> \$16,055.21
ROMERO, DAVID	TM0207778	ACHA04119	04/30/2004	771.67
ENV SCI (OSC)				<hr/> \$771.67
Total Regional Travel Costs				<hr/> <hr/> \$26,203.49

Certified By Financial Management Office

Headquarters Travel Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
GILBERT, JOHN M.	TM0194074	ACHA04091	04/02/2004	100.00
ENVIRONMENTAL ENGINEER	TM0215428	ACHA04139	05/20/2004	100.00
				<u>\$200.00</u>
NATIONSBANK OF DELAWARE N.A.	TM0194074	ACHC04091	04/02/2004	1,246.44
	TM0215428	ACHC04139	05/20/2004	1,320.62
				<u>\$2,567.06</u>
Total Headquarters Travel Costs				<u><u>\$2,767.06</u></u>

Certified By Financial Management Office

Contract Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

EMERGENCY REMOVAL CLEANUP (ERC)

Contractor Name: ENVIRONMENTAL RESTORATION, LLC

EPA Contract Number: 68-W0-1053

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	8042	04/12/2004	01/17/2005

Project Officer(s): ZIMMERMAN, CHARLES

Dates of Service: From: 04/12/2004 To: 01/17/2005

Summary of Service:

Total Costs: \$1,046,293.19

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
8042-01	05/10/2004	74,187.15	04441 06/03/2004	74,187.15
8042-02	06/21/2004	390,811.88	04519 07/15/2004	390,811.88
8042-03	08/11/2004	310,668.01	04615 09/08/2004	310,668.01
8042-04	09/08/2004	163,672.59	05017 10/12/2004	163,672.59
8042-05	10/14/2004	75,576.37	05076 11/09/2004	75,576.37
8042-06	12/01/2004	21,331.66	05177 12/28/2004	21,331.66
8042-07	04/06/2005	8,814.22	05422 05/02/2005	8,814.22
8042-08	04/21/2005	1,231.31	05462 05/18/2005	1,231.31
			Total:	<u><u>\$1,046,293.19</u></u>

Certified By Financial Management Office

Contract Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: SCIENCE APPLICATION INTERNATIONAL CORPS

EPA Contract Number: 68-S9-0010

Project Officer(s): CHU, LILY
CHU, LILY Y.

Dates of Service: From: 10/11/2003 To: 01/28/2005

Summary of Service:

Total Costs: \$14,906.85

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
26845	11/14/2003	65,930.19	R4127 12/11/2003	789.81	144.49
26846	12/12/2003	27,112.25	R4182 01/08/2004	9,265.48	1,895.03
26847	01/09/2004	33,948.11	R4231 02/06/2004	715.83	130.95
26848	02/27/2004	28,089.74	R4324 03/25/2004	105.76	19.35
26850	04/07/2004	56,238.35	R4387 05/05/2004	424.49	77.66
26851	04/30/2004	68,454.05	R4429 05/27/2004	27.51	5.03
26852	06/10/2004	63,681.69	R4506 07/08/2004	42.36	7.75
26861	01/19/2005	6,341.26	R5281 02/17/2005	1,316.32	240.81
26862	02/22/2005	8,859.68	R5347 03/23/2005	-86.04	-15.74
Total:				<u>\$12,601.52</u>	<u>\$2,305.33</u>

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Contract Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: SCIENCE APPLICATION INTERNATIONAL CORPS

EPA Contract Number: 68-S9-0010

Project Officer(s): CHU, LILY
CHU, LILY Y.

Dates of Service: From: 10/11/2003 To: 01/28/2005

Summary of Service:

Total Costs: \$14,906.85

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
26845	R4127	Class	0.182940
26846	R4182	Class	0.182940
26847	R4231	Class	0.182940
26848	R4324	Class	0.182940
26850	R4387	Class	0.182940
26851	R4429	Class	0.182940
26852	R4506	Class	0.182940
26861	R5281	Class	0.182940
26862	R5347	Class	0.182940

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Contract Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE
COSTS FROM 10/01/1980 THROUGH 05/31/05ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.
EPA Contract Number: 68-W9-9050
Project Officer(s): POKORNY, CAROL
Dates of Service: From: 06/01/2004 To: 06/30/2004
Summary of Service:
Total Costs: \$2,148.70

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
71	07/14/2004	93,731.56	R4565 08/10/2004	1,718.52	430.18
Total:				<u>1,718.52</u>	<u>\$430.18</u>

Certified By Financial Management Office

Contract Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: 68-W9-9050

Project Officer(s): POKORNY, CAROL

Dates of Service: From: 06/01/2004 To: 06/30/2004

Summary of Service:

Total Costs: \$2,148.70

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
71	R4565	Provisional	0.250322

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Contract Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

INTERAGENCY AGREEMENT (IAG)

Federal Agency: DEPARTMENT OF TRANSPORTATION

IAG Number: DW69953792

Project Officer(s): ZIMMERMAN, CHARLES

Dates of Service: From: To:

Summary of Service:

Total Costs: \$499,154.83

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
03801368	02/19/2004	300,000.00	270423203 04/12/2004	41,502.00
03801407	02/24/2004	200,000.00	270423377 05/06/2004	64,712.00
03801629	04/14/2004	1,075,339.49	270424799 06/03/2004	362,433.83
03802499	02/15/2005	200,000.00	270532288 05/18/2005	30,507.00
			Total:	<u><u>\$499,154.83</u></u>

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EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

<u>Fiscal Year</u>	<u>Direct Costs</u>	<u>Indirect Rate(%)</u>	<u>Indirect Costs</u>
2003	18,951.45	37.12%	7,034.78
2004	1,351,377.73	37.12%	501,631.49
2005	336,376.55	37.12%	124,862.95
	<u>1,706,705.73</u>		
Total EPA Indirect Costs			<u>\$633,529.22</u>

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EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ACKERMAN, JOYCE MARYMEE	2003	08	55.61	37.12%	20.64
		10	281.26	37.12%	104.40
		11	28.12	37.12%	10.44
		13	28.14	37.12%	10.45
			<u>393.13</u>		<u>\$145.93</u>
COHN, MATTHEW D.	2003	24	550.46	37.12%	204.33
		27	114.54	37.12%	42.52
			<u>665.00</u>		<u>\$246.85</u>
LAND, KELCEY YARBROUGH	2003	24	49.65	37.12%	18.43
		25	49.65	37.12%	18.43
			<u>99.30</u>		<u>\$36.86</u>
NICHOLS, FLOYD D.	2003	15	924.44	37.12%	343.15
		16	380.64	37.12%	141.29
		17	380.97	37.12%	141.42
		18	1,643.76	37.12%	610.16
		19	1,415.02	37.12%	525.26
		20	544.25	37.12%	202.03
		21	1,088.20	37.12%	403.94
		23	2,720.03	37.12%	1,009.68
		24	1,523.46	37.12%	565.51
		25	380.87	37.12%	141.38
		26	1,632.29	37.12%	605.91
		27	1,849.92	37.12%	686.69
			<u>14,483.85</u>		<u>\$5,376.42</u>
SHIP, JAYME	2003	24	550.14	37.12%	204.21

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EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
SHIP, JAYME	2003	26	137.53	37.12%	51.05
			687.67		\$255.26
SISK, RICHARD L	2003	10	208.88	37.12%	77.54
		11	59.68	37.12%	22.15
			268.56		\$99.69
Total Fiscal Year 2003 Payroll Direct Costs:			16,597.51		\$6,161.01

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
NICHOLS, FLOYD D.	TM0105616	04/23/2003	323.26	37.12%	119.99
	TM0112491	06/06/2003	450.19	37.12%	167.11
	TM0127744	07/11/2003	441.10	37.12%	163.74
	TM0134970	08/19/2003	344.16	37.12%	127.75
	TM0136653	08/28/2003	460.30	37.12%	170.86
	TM0142767	09/19/2003	334.93	37.12%	124.32
			2,353.94		\$873.77
Total Fiscal Year 2003 Travel Direct Costs:			2,353.94		\$873.77
Total Fiscal Year 2003:			18,951.45		\$7,034.78

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EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BROSTE, DAVID L	2004	03	223.55	37.12%	82.98
		04	298.06	37.12%	110.64
		05	149.03	37.12%	55.32
		07	347.68	37.12%	129.06
		08	198.68	37.12%	73.75
		09	127.46	37.12%	47.31
		10	50.99	37.12%	18.93
		11	254.92	37.12%	94.63
		12	203.93	37.12%	75.70
		13	50.99	37.12%	18.93
		14	50.99	37.12%	18.93
		15	312.30	37.12%	115.93
		16	104.10	37.12%	38.64
		18	26.02	37.12%	9.66
		20	52.05	37.12%	19.32
		23	52.05	37.12%	19.32
			2,502.80		\$929.05
CHIPP, WENDY N.	2004	03	287.55	37.12%	106.74
			287.55		\$106.74
COHN, MATTHEW D.	2004	03	245.48	37.12%	91.12
		04	81.85	37.12%	30.38
		05	65.45	37.12%	24.30
		06	180.03	37.12%	66.83
		08	309.63	37.12%	114.93
		09	351.94	37.12%	130.64
		10	703.89	37.12%	261.28
		11	492.70	37.12%	182.89
		12	598.29	37.12%	222.09
		14	739.06	37.12%	274.34
		15	1,654.15	37.12%	614.02

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EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COHN, MATTHEW D.	2004	16	1,438.39	37.12%	533.93
		18	1,006.88	37.12%	373.75
		19	143.84	37.12%	53.39
		20	503.44	37.12%	186.88
		21	107.88	37.12%	40.05
		23	71.92	37.12%	26.70
		24	71.92	37.12%	26.70
		25	71.92	37.12%	26.70
			<u>8,838.66</u>		<u>\$3,280.92</u>
GILBERT, JOHN M.	2004	14	2,764.39	37.12%	1,026.14
		17	2,834.22	37.12%	1,052.06
			<u>5,598.61</u>		<u>\$2,078.20</u>
LAND, KELCEY YARBROUGH	2004	03	124.12	37.12%	46.07
		04	49.65	37.12%	18.43
		06	74.48	37.12%	27.65
		08	99.29	37.12%	36.86
		10	152.60	37.12%	56.65
		14	406.94	37.12%	151.06
		15	311.61	37.12%	115.67
		16	51.94	37.12%	19.28
		17	103.87	37.12%	38.56
		19	77.90	37.12%	28.92
		23	51.94	37.12%	19.28
			<u>1,504.34</u>		<u>\$558.43</u>
LANGE, ALAN U.	2004	15	113.47	37.12%	42.12

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EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE
COSTS FROM 10/01/1980 THROUGH 05/31/05PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
LANGE, ALAN U.	2004	16	1,647.30	37.12%	611.48
			1,760.77		\$653.60
MANLET, NANCY L.	2004	13	185.01	37.12%	68.68
		14	308.36	37.12%	114.46
			493.37		\$183.14
MILLER, AUBREY	2004	FB	463.44	37.12%	172.03
			463.44		\$172.03
MUELLER, NANCY H	2004	03	684.34	37.12%	254.03
		04	44.15	37.12%	16.39
		07	22.07	37.12%	8.19
		08	22.07	37.12%	8.19
		10	90.27	37.12%	33.51
		13	45.14	37.12%	16.76
		14	22.57	37.12%	8.38
		15	46.11	37.12%	17.12
		16	23.05	37.12%	8.56
		24	46.11	37.12%	17.12
			1,045.88		\$388.25
MYERS, CRAIG	2004	05	50.75	37.12%	18.84
		06	826.72	37.12%	306.88
		07	25.36	37.12%	9.41
		08	25.37	37.12%	9.42
		10	26.04	37.12%	9.67
		11	381.95	37.12%	141.78
		12	26.04	37.12%	9.67
		13	468.74	37.12%	174.00

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EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MYERS, CRAIG	2004	14	690.10	37.12%	256.17
		15	2,076.66	37.12%	770.86
		17	411.47	37.12%	152.74
		18	2,393.01	37.12%	888.29
		19	740.02	37.12%	274.70
		20	1,636.23	37.12%	607.37
			9,778.46		\$3,629.80
NICHOLS, FLOYD D.	2004	01	468.37	37.12%	173.86
		02	761.72	37.12%	282.75
		03	3,819.74	37.12%	1,417.89
		04	435.27	37.12%	161.57
		05	979.36	37.12%	363.54
		06	326.46	37.12%	121.18
		07	652.88	37.12%	242.35
		08	707.27	37.12%	262.54
		09	893.08	37.12%	331.51
		10	1,501.89	37.12%	557.50
		11	1,283.80	37.12%	476.55
		12	1,116.35	37.12%	414.39
		13	1,655.58	37.12%	614.55
		16	1,310.91	37.12%	486.61
		17	2,800.30	37.12%	1,039.47
		18	5,391.13	37.12%	2,001.19
		20	3,081.60	37.12%	1,143.89
		21	1,082.93	37.12%	401.98
		22	1,538.90	37.12%	571.24
		23	854.95	37.12%	317.36
		24	2,600.57	37.12%	965.33
		25	2,770.08	37.12%	1,028.25

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EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE
COSTS FROM 10/01/1980 THROUGH 05/31/05PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
NICHOLS, FLOYD D.	2004	26	869.30	37.12%	322.68
			36,902.44		\$13,698.18
PENNOCK, SONYA S	2004	18	63.08	37.12%	23.42
		21	31.54	37.12%	11.71
			94.62		\$35.13
POKORNY, CAROL J.	2004	18	55.52	37.12%	20.61
		19	27.76	37.12%	10.30
		22	41.65	37.12%	15.46
		23	53.57	37.12%	19.89
		26	13.42	37.12%	4.98
			191.92		\$71.24
PRESSLEY, CHERYL	2004	01	51.46	37.12%	19.10
		02	205.73	37.12%	76.37
		03	25.71	37.12%	9.54
			282.90		\$105.01
ROMERO, DAVID	2004	16	1,510.79	37.12%	560.81
			1,510.79		\$560.81
ROQUEMORE, SHEILA R.	2004	02	16.73	37.12%	6.21
			16.73		\$6.21
Total Fiscal Year 2004 Payroll Direct Costs:			71,273.28		\$26,456.74

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EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CHIPP, WENDY N.	TM0162298	11/21/2003	278.18	37.12%	103.26
			278.18		\$103.26
GILBERT, JOHN M.	TM0194074	04/02/2004	100.00	37.12%	37.12
	TM0215428	05/20/2004	100.00	37.12%	37.11
			200.00		\$74.23
LANGE, ALAN U.	TM0206800	04/30/2004	786.10	37.12%	291.80
			786.10		\$291.80
MILLER, AUBREY	TM0187203	03/05/2004	288.45	37.12%	107.08
			288.45		\$107.08
MUELLER, NANCY H	TM0161787	11/05/2003	243.90	37.12%	90.53
			243.90		\$90.53
MYERS, CRAIG	TM0171158	01/08/2004	700.72	37.12%	260.09
	TM0180474	03/09/2004	79.70	37.12%	29.58
	TM0194126	04/06/2004	479.25	37.12%	177.90
	TM0202419	05/11/2004	1,005.20	37.12%	373.13
	TM0210855	05/14/2004	1,197.05	37.12%	444.34
	TM0215380	06/16/2004	967.19	37.12%	359.02
	TM0220608	06/18/2004	1,394.45	37.12%	517.62
	TM0224630	07/19/2004	1,163.30	37.12%	431.81
			6,986.86		\$2,593.49
NATIONSBANK OF DELAWARE N.A.	TM0194074	04/02/2004	1,246.44	37.12%	462.68

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EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
NATIONSBANK OF DELAWARE N.A.	TM0215428	05/20/2004	1,320.62	37.12%	490.21
			2,567.06		\$952.89
NICHOLS, FLOYD D.	TM0142776	10/09/2003	707.97	37.12%	262.80
	TM0168305	01/05/2004	491.25	37.12%	182.34
	TM0179568	02/05/2004	536.18	37.12%	199.03
	TM0182027	02/23/2004	494.77	37.12%	183.66
	TM0182418	02/26/2004	480.01	37.12%	178.19
	TM0194122	04/26/2004	427.41	37.12%	158.65
	TM0208958	06/09/2004	670.14	37.12%	248.76
	TM0215158	06/30/2004	1,440.86	37.12%	534.85
	TM0234362	07/28/2004	359.45	37.12%	133.43
	TM0227497	07/29/2004	536.13	37.12%	199.01
	TM0241158	08/23/2004	386.54	37.12%	143.49
	TM0246135	09/22/2004	544.93	37.12%	202.28
	TM0246151	09/22/2004	497.73	37.12%	184.76
	TM0245114	09/22/2004	493.79	37.12%	183.30
			8,067.16		\$2,994.55
ROMERO, DAVID	TM0207778	04/30/2004	771.67	37.12%	286.45
			771.67		\$286.45
Total Fiscal Year 2004 Travel Direct Costs:			20,189.38		\$7,494.28

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-S9-0010	26845	12/11/2003	789.81	144.49	37.12%	346.81
	26846	01/08/2004	9,265.48	1,695.03	37.12%	4,068.54

Certified By Financial Management Office

EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-S9-0010	26847	02/06/2004	715.83	130.95	37.12%	314.32
	26848	03/25/2004	105.76	19.35	37.12%	46.44
	26850	05/05/2004	424.49	77.66	37.12%	186.40
	26851	05/27/2004	27.51	5.03	37.12%	12.08
	26852	07/08/2004	42.36	7.75	37.12%	18.60
			11,371.24	2,080.26		\$4,993.19
68-W0-1053	8042-01	06/03/2004	74,187.15	0.00	37.12%	27,538.27
	8042-02	07/15/2004	390,811.88	0.00	37.12%	145,069.37
	8042-03	09/08/2004	310,668.01	0.00	37.12%	115,319.97
			775,667.04	0.00		\$287,927.61
68-W9-9050	71	08/10/2004	1,718.52	430.18	37.12%	797.60
			1,718.52	430.18		\$797.60
DW69953792	03801368	04/12/2004	30,000.00	0.00	37.12%	11,136.00
			11,502.00	0.00	37.12%	4,269.54
	03801407	05/06/2004	64,712.00	0.00	37.12%	24,021.09
	03801629	06/03/2004	29,655.00	0.00	37.12%	11,007.94
			332,778.83	0.00	37.12%	123,527.50
			468,647.83	0.00		\$173,962.07
Total Fiscal Year 2004 Other Direct Costs:			1,257,404.63	2,510.44		\$467,680.47
Total Fiscal Year 2004:			1,351,377.73			\$501,631.49

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EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ACKERMAN, JOYCE MARYMEE	2005	10	603.82	37.12%	224.14
		11	29.80	37.12%	11.06
		12	415.83	37.12%	154.36
		13	147.91	37.12%	54.90
		16	207.93	37.12%	77.18
		17	29.76	37.12%	11.05
		18	59.41	37.12%	22.05
			<u>1,494.46</u>		<u>\$554.74</u>
BOHAN, SUZANNE J.	2005	07	247.02	37.12%	91.69
		08	185.29	37.12%	68.78
			<u>432.31</u>		<u>\$160.47</u>
BROSTE, DAVID L	2005	03	212.41	37.12%	78.85
		04	106.20	37.12%	39.42
		07	106.20	37.12%	39.42
			<u>424.81</u>		<u>\$157.69</u>
COHN, MATTHEW D.	2005	03	137.43	37.12%	51.01
		09	37.49	37.12%	13.92
		11	74.98	37.12%	27.83
		12	149.93	37.12%	55.65
		13	522.70	37.12%	194.03
		14	224.89	37.12%	83.48
		16	37.49	37.12%	13.92
		17	674.70	37.12%	250.45
		18	712.20	37.12%	264.37
			<u>2,571.81</u>		<u>\$954.66</u>

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EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
GOLDEN, DANIELA D	2005	13	66.78	37.12%	24.79
			66.78		\$24.79
LAND, KELCEY YARBROUGH	2005	06	206.86	37.12%	76.79
		12	164.51	37.12%	61.07
		13	109.67	37.12%	40.71
		17	109.67	37.12%	40.71
		18	164.51	37.12%	61.07
			755.22		\$280.35
MUELLER, NANCY H	2005	13	24.52	37.12%	9.10
			24.52		\$9.10
MYERS, CRAIG	2005	03	644.52	37.12%	239.25
			644.52		\$239.25
NICHOLS, FLOYD D.	2005	02	2,595.63	37.12%	963.50
		03	1,480.50	37.12%	549.56
		04	2,427.80	37.12%	901.20
		05	2,120.52	37.12%	787.14
		06	3,036.52	37.12%	1,127.16
		07	3,334.90	37.12%	1,237.91
		08	2,686.27	37.12%	997.14
		09	514.66	37.12%	191.04
		10	1,109.44	37.12%	411.82
		11	443.91	37.12%	164.78
			19,750.15		\$7,331.25
PADILLA, LAURIE A.	2005	08	526.39	37.12%	195.40

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EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
PADILLA, LAURIE A.	2005	09	219.05	37.12%	81.31
		10	146.03	37.12%	54.21
			891.47		\$330.92
PENNOCK, SONYA S	2005	18	164.13	37.12%	60.93
			164.13		\$60.93
POKORNY, CAROL J.	2005	12	13.97	37.12%	5.19
			13.97		\$5.19
PRESSLEY, CHERYL	2005	09	56.30	37.12%	20.90
		10	70.37	37.12%	26.12
			126.67		\$47.02
Total Fiscal Year 2005 Payroll Direct Costs:			27,360.82		\$10,156.36

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ACKERMAN, JOYCE MARYMEE	TM0288854	02/23/2005	261.05	37.12%	96.90
			261.05		\$96.90
NATIONSBANK OF DELAWARE N.A.	TM0260812	11/16/2004	532.07	37.12%	197.50
			532.07		\$197.50
NICHOLS, FLOYD D.	TM0257124	10/28/2004	512.90	37.12%	190.39
	TM0257132	11/08/2004	490.77	37.12%	182.17

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EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
NICHOLS, FLOYD D.	TM0257139	11/09/2004	459.81	37.12%	170.67
	TM0268358	11/26/2004	507.73	37.12%	188.46
	TM0269828	12/16/2004	765.81	37.12%	284.26
	TM0269806	12/16/2004	479.87	37.12%	178.13
	TM0275290	12/30/2004	518.85	37.12%	192.59
	TM0275299	01/14/2005	521.17	37.12%	193.45
	TM0279034	01/18/2005	439.57	37.12%	163.17
	TM0285606	01/28/2005	75.75	37.12%	28.12
	TM0268471	01/28/2005	518.20	37.12%	192.35
	TM0288857	02/23/2005	343.68	37.12%	127.57
			<u>5,634.11</u>		<u>\$2,091.33</u>

Total Fiscal Year 2005 Travel Direct Costs:

6,427.23

\$2,385.73

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-S9-0010	26861	02/17/2005	1,316.32	240.81	37.12%	578.01
	26862	03/23/2005	-86.04	-15.74	37.12%	-37.78
			<u>1,230.28</u>	<u>225.07</u>		<u>\$540.23</u>
68-WD-1053	8042-04	10/12/2004	163,672.59	0.00	37.12%	60,755.27
	8042-05	11/09/2004	75,576.37	0.00	37.12%	28,053.95
	8042-06	12/28/2004	21,331.66	0.00	37.12%	7,918.31
	8042-07	05/02/2005	8,814.22	0.00	37.12%	3,271.84
	8042-08	05/18/2005	1,231.31	0.00	37.12%	457.06
			<u>270,626.15</u>	<u>0.00</u>		<u>\$100,456.43</u>

Certified By Financial Management Office

EPA Indirect Costs

VERMICULITE INTERMOUNTAIN, UT SITE ID = 08 GA

ALL INCLUSIVE

COSTS FROM 10/01/1980 THROUGH 05/31/05

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
DW69953792	03802499	05/18/2005	30,507.00	0.00	37.12%	11,324.20
			30,507.00	0.00		\$11,324.20
Total Fiscal Year 2005 Other Direct Costs:			<u>302,363.43</u>	<u>225.07</u>		<u>\$112,320.86</u>
Total Fiscal Year 2005:			<u>336,376.55</u>			<u>\$124,862.95</u>
Total EPA Indirect Costs						<u>\$633,529.22</u>

Entry # 9887808
Bk 9370 Pg 7864-7874
Date 10/25/06 Time 4:01 P M:
Request of _____
Gary W. Ott, Recorder
Salt Lake County, Utah
\$ 32.00 By _____ Deputy

RECORDING REQUESTED BY:

THE UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION VIII

AND WHEN RECORDED, PLEASE MAIL TO:

U.S. ENVIRONMENTAL PROTECTION AGENCY
TECHNICAL ENFORCEMENT PROGRAM 8ENF-RC
999 18TH STREET, SUITE 300
DENVER, COLORADO 80202-2466

NOTICE OF FEDERAL LIEN

NOTICE IS HEREBY GIVEN by the United States of America that it holds a lien on the lands and premises described below situated in the State of Utah, as provided by section 107(l) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA), 42 U.S.C. 9607(l), to secure the payment to the United States of all costs and damages covered by that section for which La Quinta Inns, Inc., a Texas corporation is liable to the United States under section 107(a) of CERCLA, 42 U.S.C. 9707(a). The lien for which this instrument gives notice exists in favor of the United States upon all real property and rights to

GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
US ENVIRONMENTAL PROTECTION
TECHNICAL ENFORCEMENT PGM
999 18TH ST STE 300
DENVER CO 80202-2466
9887808
Book 9870 Pages 7864-7874
10/25/2006 04:01 PM 32.00

SALT LAKE COUNTY RECORDER OFFICE
US ENVIRONMENTAL PROTECTION
Date: 10/25/2006 Time: 16:01
By: EPH Source: WI
Rec#: 30633613

From: 9887808 To: 9887808
J40 RECORDING FEE
1 @ 32.00 32.00

TOTAL: \$ 32.00

CHK 32.00
CHANGE: 0.00

THANK YOU!

RECEIVED

OCT 31 2006

Office of Legal Enforcement Program
Region 8 EPA



SDMS Document ID
2033949

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8
999 18TH STREET - SUITE 300
DENVER, CO 80202-2466
Phone 800-227-8917
<http://www.epa.gov/region08>

May 26, 2005

Ref: ENF-L

BY FACSIMILE

Kevin Murray, Esq.
Mabey & Murray, LC
1000 Kearns Building
136 South Main Street
Salt Lake City, Utah 84101

Brian Burnett, Esq.
Callister Nebeker & McCullough
Gateway Tower East Suite 900
10 East South Temple
Salt Lake City, Utah 84133

Robin Main, Esq.
Holland & Knight
One Financial Plaza
Providence, RI 02903

Dear Counsel:

The U.S. Environmental Protection Agency (EPA) has carefully considered the information each party has sent us concerning the Vermiculite Intermountain Superfund Site (Site). The purpose of this letter is to present a framework for a global settlement which could resolve the parties' potential liabilities for response costs and future work at the Site. The framework entails an allocation between the parties which is presented to start settlement discussions; it is not meant as a final allocation. The allocation is presented for settlement purposes only and has not been approved by EPA management.

EPA's evaluation of each party's liability is as follows:

Vermiculite Intermountain - Owner and operator of the facility during period of operation, no longer in existence.



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W.R. Grace - Potential operator status, as well as potential arranger liability.

PacifiCorp - Owner during the periods 1944-1954 and 1985-1987. EPA asserts operations occurred throughout these periods, thus liable as past owner during time of disposal. PacifiCorp contests operations during initial ownership period.

Van Cott Trust - Owner during 1979-1984. Liability as past owner during disposal.

La Quinta - Current owner of small portion of operating facility as well as property that is contaminated. Cannot take advantage of innocent landowner status because of information in Phase 1 assessment.

EPA cannot seek reimbursement from Vermiculite Intermountain, since it no longer exists. An orphan share is not available, as an affiliation existed between Vermiculite Intermountain and other parties receiving this letter. EPA will, however, continue to pursue a share of response costs from W.R. Grace. Prior to the conclusion of negotiations, EPA will determine an appropriate share (between \$0 and \$500,000) that will be deducted proportionately from each party's contribution.

EPA suggests the following preliminary settlement allocation:

PacifiCorp, who has already spent approximately \$4.5 million on response work, would pay nothing more and would receive \$750,000 from the Van Cott Trust.

The Van Cott Trust would; 1) provide \$750,000 to PacifiCorp; 2) pay all past response costs not associated with the Frank Edwards Building (appx. \$1.5 million); 3) pay 1/2 of past response costs associated with the Frank Edwards Building (appx. \$500,000); and 4) pay \$500,000 into a trust fund for cleanup at the La Quinta property.

La Quinta would pay 1/2 of the past response costs associated with the Frank Edwards Building (appx. \$500,000) and would fund all cleanup expenses on its property above and beyond the \$500,000 provided by Van Cott Trust. La Quinta could reduce the price of the cleanup significantly by involving the BFPP in this process.

Please review and consider the proposal described herein. I suggest we have a preliminary discussion about the proposal before the middle of June. I would like to suggest

June 7th or 8th. Please let me know of your availability so that I can set up a conference line. You can reach me at (303) 312-6853.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Cohn", with a stylized, cursive script.

Matthew Cohn
Legal Enforcement Program

cc: Kelcey Land, ENF-RC
Joyce Ackerman, EPR-SA

ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE

This Addendum to Agreement for Purchase and Sale ("Addendum") is made this 20 day of OCTOBER, 2004, and is executed in connection with the Agreement of Purchase and Sale, by and between La Quinta Properties, Inc., a Delaware corporation ("Seller") and Richard F. Gordon ("Buyer"), of even date herewith (the "Agreement") to which this Addendum is attached for the purchase and sale of certain property located in Salt Lake City, Utah.

The terms of this Addendum are as follows:

1. The following sentence shall be added to the end of Section 1.3.2:

"The Purchase Money Note and Trust Deed shall provide that the Purchase Money Note shall be due upon the sale of the Real Property and that there shall be no secondary financing secured by the Real Property while the Purchase Money Note is outstanding."

2. Section 2.3 of the Agreement shall be deleted in its entirety and replaced with the following:

"Prior to the expiration of the Evaluation Period, Buyer shall notify Seller in writing as to whether Buyer elects to assume the Ampco Lease at Closing. In the event that Buyer has failed to deliver written notice of its intention not to assume the Ampco Lease prior to the expiration of the Evaluation Period, such failure shall be deemed to be an election by Buyer to assume the Ampco lease, and at Closing, Seller shall assign, without warranty, all of its rights, and Buyer shall assume the duties and obligations of Seller and be entitled to all rental income, that accrue subsequent to the Closing under, and in connection with, the Ampco Lease. In the event that Buyer timely elects not to assume the Ampco lease pursuant to this Section: (i) Seller shall, at Closing, execute and deliver to the lessee under the Ampco Lease, as soon as practicable after Closing, a notification of termination of the Ampco Lease (the "Ampco Lease Termination"); and (ii) Seller shall assign, without warranty, all of its rights, and Buyer shall assume the rights, duties and obligations of Seller that accrue subsequent to the Closing under and in connection with the Ampco Lease until the Ampco Lease is terminated pursuant to its terms as a result of the delivery of the Ampco Lease Termination, or otherwise. Notwithstanding any provision herein to the contrary, at Closing, Buyer shall take title to the Real Property subject to the Ampco Lease, and rent under the Ampco Lease shall be prorated at Closing."

3. The following provision shall be added to the Agreement as Section 4.1.4:

"If Buyer timely elects not to assume the Ampco Lease pursuant to Section 2.3 of the Agreement, Seller shall execute the Ampco Lease Termination and take the steps necessary to cause the Ampco Lease

Termination to be delivered to the lessee under the Ampco Lease as soon as practicable after Closing."

4. Section 9.6 of the Agreement shall be deleted in its entirety and replaced with the following:

"Assignment. Buyer's reputation, financial status and ability and commitment to develop the Property in a manner consistent with the principles set forth in the Agreement constitute a material inducement for Seller to sell the Property to Buyer and finance such purchase, pursuant to the terms herein and represents a substantial part of the consideration for which Seller has agreed to sell the Property to Buyer and finance such purchase with the Purchase Money Note. Therefore, neither Buyer nor its successors and assigns may directly or indirectly assign this Agreement, nor may any of Buyer's rights hereunder or in the Property (or any portion thereof) be transferred, conveyed, leased, or subleased prior to Closing by Buyer or its successors or assigns in any manner to any person or entity, except that Buyer may assign all of its rights hereunder to an entity which is and continues to be wholly-owned by Buyer, provided that Buyer personally guarantees the Purchase Money Note. Buyer must provide notice to Seller, at least ten (10) business days prior to Closing of any assignment contemplated by Buyer under the terms of this Section. Buyer agrees that no assignment or transfer, nor any subsequent assignment or transfer, shall relieve Buyer of any of Buyer's obligations hereunder pursuant to the terms of this Agreement existing as of the Closing, without regard to any modification, extension or waiver of any of the terms hereof, and Buyer shall be jointly and severally liable with any such assignee for all of its obligations hereunder. The provisions of this Paragraph shall survive the Closing and delivery of the Deed."

5. The Agreement shall remain in full force and effect, and shall remain unchanged except as expressly amended hereby. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of the Agreement, the terms and provisions of this Addendum shall govern and be controlling.

6. Any capitalized terms not defined in this Addendum shall have the meaning ascribed to such term in the Agreement.

7. This Addendum may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. A facsimile copy of this Addendum and any signatures thereof shall be considered for all purposes as originals.

8. This Addendum shall be governed by, and construed in accordance with, the laws of the State of Utah.

9. This Addendum shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

9.4. Amendment. This Agreement may not be modified, amended, or discharged, and no provision hereof may be waived, except by an instrument in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge, or waiver is sought.

9.5. Notices. All notices, waivers, approvals, consents, demands, requests, or other communications (collectively, "Notices") which may be or are required to be given, served, or sent by any party hereto to the other party hereto pursuant to, or in connection with, this Agreement shall be in writing and shall be hand delivered, sent by Federal Express, Purolator, or similar overnight service, or mailed by first class, registered, or certified mail, return receipt requested, or transmitted by telegram, telex, or telecopy, addressed as follows:

If to Seller:

La Quinta Properties, Inc.
c/o La Quinta Corporation
Attn: Alan L. Tallis
909 Hidden Ridge, Suite 600
Irving, Texas 75038
(214) 492-6967 - Telephone Number
(214) 492-6567 - Fax Number

With a copy to:

La Quinta Properties, Inc.
c/o La Quinta Corporation
Attn: Sandy Michel, Esq., General Counsel
909 Hidden Ridge, Suite 600
Irving, Texas 75038
(214) 492-6703 - Telephone Number
(214) 492-6740 - Fax Number

If to Buyer:

Richard F. Gordon
180 South 300 West #120
Salt Lake City, Utah 84101
(801) 533-8860 - Telephone Number
(801) 533-8894 - Fax Number

With a copy to:

Each party may designate by Notice in writing, at least five (5) business days before its effective date, a new address or addressee to which any Notice may thereafter be given, served, or sent. Each Notice which is given, served, or sent in the manner specified in this Section 9.5 shall be deemed to have been given and received as of the date it is delivered (with the return receipt, the delivery receipt, or, with respect to a telex, the answer back being deemed conclusive evidence of such delivery) or as of the date on which delivery is refused or unclaimed by the addressee upon presentation. Notwithstanding any other provision of this Section 9.5, the validity, operation, and effect of an original Notice properly given to a party in accordance with

IN WITNESS WHEREOF, each of the parties hereto have duly executed this Addendum as of the date and year indicated below.

WITNESSES:

Print Name: _____

Print Name: _____

Carole Street
Print Name: CAROLE STREET

Marci A. Bonham
Print Name: Marci A. Bonham

SELLER:

La Quinta Properties, Inc., a Delaware corporation

By: _____

Name: _____

Its: _____

Dated: _____

BUYER:

Richard F. Gordon
Richard F. Gordon

Dated: 10/18/04

2328267_v2

NINTH AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

This NINTH AMENDMENT TO AGREEMENT OF PURCHASE AND SALE ("Amendment") is made as of the 29th day of August, 2006 (the "Effective Date") by and between La Quinta Corp., a Delaware corporation ("Seller"), and Richard F. Gordon, an individual ("Buyer").

WHEREAS, Seller and Buyer entered into that certain Agreement of Purchase and Sale dated October 15, 2004, as amended by that certain Addendum to Agreement for Purchase and Sale dated October 20, 2004, that certain Amendment to Agreement of Purchase and Sale dated November 29, 2004, that certain Second Amendment to Agreement of Purchase and Sale dated December 10, 2004, that certain Third Amendment to Agreement of Purchase and Sale dated January 25, 2005, that certain Fourth Amendment to Agreement of Purchase and Sale dated March 31, 2005, that certain Fifth Amendment dated July 31, 2005, that certain Sixth Amendment to Agreement of Purchase and Sale dated September 30, 2005, that certain Seventh Amendment to Agreement of Purchase and Sale dated November 15, 2005 and that certain Eighth Amendment to Agreement of Purchase and Sale dated February 28, 2006 (collectively, the "Agreement"), regarding certain property located in Salt Lake City, Utah, as more particularly described in the Agreement.

WHEREAS, La Quinta Properties, Inc. has merged with and into La Quinta Corp. is as a result of such merger, the successor to all of La Quinta Properties, Inc. interest in the Agreement.

WHEREAS, Seller and Buyer desire to enter into this Amendment to amend the Agreement as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller and Buyer hereby agree as follows:


1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. Notwithstanding anything in the Agreement to the contrary, Seller and Buyer acknowledge and agree that the Evaluation Period, as provided for in Section 2.1 of the Agreement, shall hereby be extended to expire on the earlier of either (a) October 31, 2006; or (b) two (2) days after Buyer's receipt of notice from Seller that it has completed all environmental clean-up as required by the Environmental Protection Agency (the "EPA") and the EPA has determined the Property is free of any asbestos-related contamination.
3. The Agreement shall remain in full force and effect, and shall remain unchanged except as expressly amended hereby. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall govern and be controlling.
4. Any capitalized terms not defined in this Amendment shall have the meaning ascribed to such term in the Agreement.
5. This Amendment may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. A facsimile copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.
6. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Utah.
7. This Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

IN WITNESS WHEREOF, each of the parties have executed this Amendment.

SELLER:

La Quinta Corp., a Delaware corporation

By: _____


Mark Chloupek
General Counsel

BUYER:


RICHARD E. GORDON

POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE

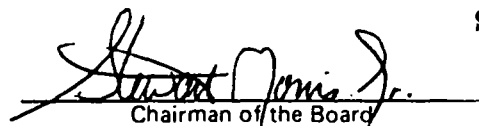
GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

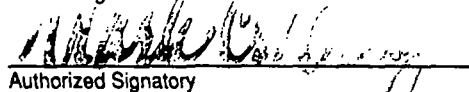
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the date of Policy shown in Schedule A:


Chairman of the Board

STEWART TITLE
GUARANTY COMPANY


President

Countersigned:


Authorized Signatory

Company

City, State



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

SCHEDULE A

Order Number: TW 18768

Policy No.: O-9993-1265813

Date of Policy: July 07, 1998 at 4:05 P.M.

Amount of Insurance: \$ 2,200,000.00

Premium: \$ 9,414.00

1. Name of Insured:

LA QUINTA INNS, INC., a Texas Corporation

2. The estate or interest in the land which is covered by this policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

LA QUINTA INNS, INC., a Texas Corporation

4. The land referred to in this policy is described as follows:

SEE ATTACHED SCHEDULE C

SCHEDULE B

Order Number: TW 18768

Policy No.: 0-9993-1265813

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:

[PRINTED EXCEPTIONS]

[SPECIAL EXCEPTIONS]

1. Lien of General Property Taxes for 1998 not yet due and payable:
Serial No. | 15-01-203-001
2. The land described herein is located within the boundaries of SALT LAKE CITY and is subject to charges and assessments levied thereby.
3. Notice of Adoption of Redevelopment Plat entitled "C.B.C. NEIGHBORHOOD DEVELOPMENT PLAN" and dated May 1, 1982, recorded November 29, 1984, as Entry No. 4020604, in Book 5609, at Page 1953.
4. A new Special Assessment for which only a "Notice of Intention" has been recorded:
By | SALT LAKE CITY
Purpose | CURB AND GUTTER
Recorded | October 28, 1997
Entry No. | 6774541
Book/Page | 7791/2396
5. A new Special Assessment for which only a "Notice of Intention" has been recorded:
By | SALT LAKE CITY
Purpose | DOWNTOWN ALLIANCE
Recorded | February 19, 1998
Entry No. | 6868483
Book/Page | 7884/2722
6. All matters disclosed by that certain survey, dated May 29, 1998, prepared by CRS Consulting Engineers, Inc., under job No. 14263:

(A) Fence lines do not match the property lines.
(B) Storm drain and power lines (no record easement).

SCHEDULE C

Order Number: TW 18768

Beginning at a point 243.52 feet North 89 degrees 58'21" East and 67.44 feet South 00 degrees 01'39" East and 485.28 feet North 89 degrees 58'20" East from the Salt Lake City Survey Monument found at the intersection of 100 South and 400 West Streets, said point being the Northeast Corner of Lot 8, Block 66, Plat A, Salt Lake City Survey, and running thence South 00 degrees 03'19" East 173.25 feet; thence South 89 degrees 58'20" West 165.00 feet; thence North 00 degrees 03'19" West 8.25 feet; thence South 89 degrees 58'20" West 82.5 feet; thence North 00 degrees 03'19" West 165.00 feet; thence North 89 degrees 58'20" East 247.50 feet to the point of beginning, and being the same property conveyed to Michele E. Scott, Robert F. Edwards, Jr., Kathryn Edwards-Repka, and Kerry Edwards, an undivided twenty-five percent (25%) interest each as tenants in common, by Special Warranty Deed recorded March 7, 1991 as Entry No. 5035592 in Book 6296 at Page 120.

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Center at (303) 312-6473.

SIGNED ORIGINAL -

Sale Improved Property
LQ #176, Salt Lake City, Utah
Revised October 8, 2004

AGREEMENT OF PURCHASE AND SALE

13th THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") dated as of the day of OCTOBER 2004, by and between La Quinta Properties, Inc., a Delaware corporation, whose address is 909 Hidden Ridge, Suite 600, Irving, Texas 75038 ("Seller"), and Richard F. Gordon, whose address is 180 South 300 West #120, Salt Lake City, Utah 84101 ("Buyer").

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby agree as follows:

ARTICLE 1. SALE OF THE PROPERTY

1.1 Property. As used herein, the term "Property" shall refer collectively to the "Real Property", the "Personal Property", and the "Materials", which are defined as follows:

1.1.1. "Real Property" means, collectively, the real property located in Salt Lake City, Utah, more particularly described in **Exhibit "A"** attached hereto and the improvements thereon containing approximately 3.259 acres and an improved vacant building of 28,720 square feet, more or less, located at the southwest corner of the intersection of 100 South Street and 300 West Street, together with all of Seller's right, title and interest in and to all leases, tenements, hereditaments, appurtenances, beneficial easements and rights of way in any way appertaining, belonging, or incident thereto, as well as Seller's rights in machinery, fixtures, and equipment (to the extent the same constitutes real property and is not part of the Personal Property) used or useful in the operation, maintenance, ownership, or use thereof; and subject to a lease dated January 1, 1997 between Seller and Ampco Parking Systems (the "Ampco Lease").

1.1.2. "Personal Property" means all of Seller's right, title, and interest in all personal property owned by Seller and used at the Real Property in connection with the Real Property, including all machinery, equipment, inventory and fixtures (to the extent the same are personal property and are not part of the Real Property).

1.1.3. "Materials" means, to the extent the same exist and are in Seller's possession, all surveys, maps, aerial photographs, engineering, drawings, designs, technical and soils reports, environmental studies and assessments, traffic standards, and diagrams depicting or describing all or any part of the Real Property, or the scope or operation thereof and all of Seller's rights to

reproduce the same to the extent such rights are assignable, and all of Seller's rights to proceed against the preparer of such for any misstatements, errors or omissions to the extent such rights are assignable. Seller makes no representation or warranty to Buyer regarding the accuracy or completeness of any of these documents.

1.2. Sale and Purchase. Subject to all of the terms and conditions hereof, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, in fee simple, the Property.

1.3. Amount and Payment of Purchase Price. Subject to all the terms and conditions hereof, the purchase price for the Property shall be SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00). The Purchase Price shall be paid as follows:

1.3.1. Buyer shall deposit the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) with Chicago Title Insurance Company, 2001 Bryan Street, Suite 1700, Dallas, Texas 75201, Attn: Joycelyn Armstrong (the "Escrow Agent") upon its execution of this Agreement. All sums deposited with Escrow Agent pursuant to this paragraph shall be non-refundable after the end of the Evaluation Period described below, except for Seller's failure to perform hereunder. All sums deposited hereunder, together with any interest earned thereon, are called the Deposit. At Closing, the Deposit shall be disbursed by Escrow Agent and applied to the Purchase Price.

1.3.2. At Closing, Buyer shall deliver to Seller a fully executed Purchase Money Note and Trust Deed, which shall represent a portion of the Purchase Price. As used herein, the term "Purchase Money Note and Trust Deed" shall refer to that certain promissory note in the original principal amount of FOUR MILLION AND 00/100 DOLLARS (\$4,000,000.00) bearing interest at a rate of 7% per annum (interest only paid quarterly with a balloon at maturity and no penalty for prepayment) having a three (3) year term and secured by a trust deed, both of which said promissory note and trust deed shall be in the customary form of said documents for commercial real estate transactions in the State of Utah and shall be agreed upon by Seller and Buyer during the Evaluation Period. The balance of the Purchase Price (being the full amount of the Purchase Price less the amount of the Deposit which is paid to Seller in cash and applied to the Purchase Price and less the amount of the Purchase Money Note) shall be paid by Buyer at Closing in immediately available funds (such as by wire-transfer of immediately available federal funds) to the order of Seller.

ARTICLE 2. EVALUATION PERIOD; ACTIONS PRIOR TO CLOSING

2.1. Evaluation Period. Buyer shall have a period of forty-five (45) days from the effective date of this Agreement (the "Evaluation Period") to make, conduct and complete any and all investigations, tests, engineering evaluations, economic feasibility evaluations, design evaluations, review of all financial and property-related information, environmental and hazardous material studies, document and contract review and any other tests, studies or evaluations which Buyer may, in its sole discretion, deem necessary or desirable in order to evaluate the feasibility of Buyer's plans for the use and development of the Property and the suitability of the Property for Buyer's purposes, including but not limited to, physical

inspections, hazardous substance investigations, soil inspections, surveys, review of all leases and contracts, zoning and permit matters and conditions, covenants and restrictions. In the event that Buyer shall, in its sole discretion, determine that the Property is not suitable for Buyer's purposes for any reason, then Buyer may, by giving written notice to Seller and Escrow Agent received at any time prior to the expiration of the Evaluation Period, terminate this Agreement and upon such termination the Deposit shall be refunded to Buyer and thereupon this Agreement shall be and become null and void and all parties hereto shall be released from all further liability hereunder, at law and in equity (except as otherwise provided under the provisions of Section 9.3 hereof). All studies and tests made or conducted by or for Buyer pursuant to this Section 2.1 shall be at Buyer's sole cost and expense and shall be subject to the provisions of Section 2.1.1. In the event that Closing does not occur under this Agreement for any reason other than Seller's default, then, notwithstanding any other provision of this Agreement purporting to terminate all rights and obligations hereunder, Buyer shall deliver to Seller copies of the following documents, if obtained by Buyer: (a) geo-technical reports, (b) soil reports, (c) all environmental assessments, (d) surveys, and (e) title commitments, and no other documents. Buyer makes no representation or warranty to Seller regarding the accuracy or completeness of any documents provided to Seller. If Buyer shall fail to give Seller a timely notice of termination pursuant to this Section 2.1, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 2.1. Buyer agrees that it will retain all documents, books and records delivered to Buyer hereunder by Seller, including those delivered at Closing, for a period of at least three (3) years following Closing and will make available to Seller, upon its request, copies of any such documents, books and records.

2.1.1. Tests; Entry. Subject to the provisions of this Section 2.1.1. and any other applicable provisions of this Agreement, at its sole and absolute discretion, Buyer shall have the right from and after the Effective Date and until the end of the Evaluation Period: (i) to perform or cause to be performed such engineering, structural, mechanical, water, sanitary sewer, utility, topographic, market, financial, and/or other studies, tests or investigations as Buyer may, in its sole discretion, elect; and (ii) to enter, or cause its agents or representatives to enter, upon the Property for making any of the aforesaid tests, investigations and/or studies. Any exercise by Buyer of its rights to perform tests upon the Property pursuant to Section 2.1, this Section 2.1.1. or any other provision of this Agreement shall only be taken or made upon reasonable prior notice to Seller through Seller's real estate agent and to the tenant under the Ampco Lease. Buyer agrees to indemnify Seller for its acts. All tests, inspections, reports and investigations made by or for Buyer pursuant to Section 2.1, this Section 2.1.1 or any other provision of this Agreement shall be at Buyer's sole risk, cost and expense and all such tests, inspections, reports and investigations shall be (to the extent conducted or made at the Property) conducted or made with due regard to the business operations being conducted at the Property and the rights, privileges and convenience of Seller's tenants, guests, invitees and licenses. Buyer agrees to treat any and all information received with respect to the Property, or disclosed by any tests or other studies performed by Buyer, as strictly confidential. Buyer shall indemnify and hold harmless Seller against any claim, cost or cause of action resulting from death or injury of any person or damage to any Property caused by the actions of Buyer or Buyer's agents while on the Property.

2.1.2. Within ten (10) business days of the Effective Date, Seller shall deliver to Buyer, without any representation or warranty of any kind, a copy of any of the Materials in Seller's possession. If Seller fails to provide copies of the Materials to Buyer when due, Buyer shall immediately notify Seller.

2.2. Title. During the Evaluation Period, Buyer shall satisfy itself as to the title to the Property in accordance with the following provisions:

2.2.1. Within fifteen (15) days after the Effective Date of this Agreement, Seller shall deliver or cause to be delivered to Purchaser, at Seller's sole cost and expense a preliminary title report or commitment for the issuance of title insurance, together with legible copies of all documents referred to in said preliminary title report, (the "Title Commitment") from Chicago Title Insurance Company (the "Title Insurer"), covering the Real Property. After receipt of the Title Commitment, Buyer in its sole and absolute discretion, may obtain a survey or an updated survey of the Real Property to be prepared by a surveyor licensed by the State of Utah (the "Survey"). If Buyer elects to obtain a Survey, it must do so within the Title Review Period (as defined below) in order to raise objections based on the Survey. After such date, all matters shown on the Survey shall be deemed accepted by Buyer without objection.

2.2.2. If the Title Commitment and/or the Survey disclose exceptions or matters which adversely affect the marketability of title to the Property (hereinafter a "Title Defect"), then Buyer shall so notify Seller by written notice and objection to title to be delivered to Seller within fifteen (15) days following the date of Buyer's receipt of the Title Commitment (hereinafter the "Title Review Period"). All matters shown on Schedule B of the Title Commitment and all matters on the Survey to which no timely objection is taken by Buyer in the manner and time aforesaid shall be deemed to have been waived by Buyer for purposes of this Agreement. All matters shown on Schedule B of the Title Commitment and all matters shown on the Survey to which no timely objection is taken by Buyer, all Title Defects which Buyer waives, or is deemed to have waived, pursuant to Sections 2.2.1, 2.2.2, or 2.2.3(i) or any Title Defects created by Buyer, or which are permitted by the terms of this Agreement, or to which Buyer otherwise consents, are hereinafter collectively referred to as the "Permitted Exceptions" and any Permitted Exceptions shall not be deemed to be Title Defects within the meaning of this Agreement.

2.2.3. If the Title Commitment and/or Survey shall reveal a Title Defect to which Buyer makes timely objection in the manner provided for in Sections 2.2.1 and 2.2.2, then Seller shall have the right, but not the obligation, to elect to take such action as may be necessary, at Seller's expense, to correct such Title Defect. Seller, within 10 business days after receipt of a timely objection thereto from Buyer pursuant to Section 2.2.1 shall deliver to Buyer evidence that the Title Defect has been corrected or a statement that Seller has elected (i) not to correct such Title Defect or (ii) to correct such Title Defect on or before the Closing. In the event such Title Defect is so corrected or Seller has elected to correct such Title Defect on or before the Closing, this Agreement shall continue in full force and effect in the same manner and for all intents and purposes as if such Title Defect had never existed.

2.2.4. If the Title Commitment or the Survey shall reveal a Title Defect to which Buyer makes timely objection in the manner provided for in Sections 2.2.1 and 2.2.2, and Seller shall decline or fail to either remedy such Title Defect or deliver a notice in which it elects to correct such Title Defect on or before Closing, within the ten (10) business day period referred to in Section 2.2.3, then Buyer, at its election, shall either (i) waive such uncured Title Defect, in which event the parties shall proceed with Closing under this Agreement in accordance with and subject to the terms and provisions hereof, without reduction in the Purchase Price, or (ii) terminate this Agreement, in which event Seller shall pay the costs charged by the Title Insurer for the issuance of the Title Commitment, the Deposit shall be refunded to Buyer, and thereupon this Agreement shall be and become null and void and all parties hereto shall (except as otherwise provided in the indemnification provisions of Section 9.3 hereof) be released from all further liability hereunder, at law and in equity. If Buyer shall fail to deliver to Seller a written notice of election to terminate this Agreement pursuant to clause (ii) above within ten (10) business days after the expiration of the ten (10) business day period referred to in Section 2.2.3, then in such event Buyer shall be deemed to have elected to waive the uncured Title Defect pursuant to clause (i) above.

2.3. Ampco Lease. Prior to the expiration of the Evaluation Period, Buyer shall notify Seller in writing as to whether Buyer elects to assume the Ampco Lease at Closing. In the event that Buyer has failed to deliver written notice of its intention not to assume the Ampco Lease prior to the expiration of the Evaluation Period, such failure shall be deemed to be an election by Buyer to assume the Ampco Lease, and, at Closing, Seller shall assign, without warranty, all of its rights, and Buyer shall assume the duties and obligations of Seller, which accrue subsequent to the Closing under and in connection with the Ampco Lease. In the event that Buyer timely elects not to assume the Ampco Lease at Closing, Seller shall cause, at its cost and expense, the Ampco Lease to be terminated prior to Closing.

2.4. Conduct Pending Closing or Termination. Prior to the earlier of Closing or the termination of this Agreement:

2.4.1. Conduct Not Permitted. Seller shall not engage in or permit or suffer any of the following acts to occur:

2.4.1.1. Any sale, assignment, disposition, or encumbrance of any portion of the Real Property or all or substantially all of the Personal Property without Buyer's prior written consent;

2.4.1.2. Any action that would result in any of Seller's warranties and representations set forth in Section 3.1 not being and remaining true and correct as of Closing;

2.4.1.3. Seller shall not execute any new contracts relating to the Property, which extend beyond Closing without the prior consent of Buyer, which shall not be unreasonably withheld.

2.5. Seller's Covenants. Seller covenants and agrees that:

2.5.1. Seller shall promptly furnish to Buyer copies of any and all notices that it receives from any governmental entity with respect to the use and occupancy or physical condition of the Property;

2.5.2. Seller shall maintain for Seller's own benefit its existing insurance coverage on the Property (and Buyer shall have the right at its cost and expense to maintain such additional insurance with respect to the Property and its interest therein as Buyer may deem to be necessary or appropriate);

2.5.3. Seller shall not settle any fire or casualty loss claims, or agree to any award or payment in a Condemnation (as defined in Section 7.2), without obtaining Buyer's prior written consent in each case; provided, however, that Buyer's prior written consent shall not be required, and Seller shall be free to make any settlement or agreement it deems necessary or appropriate from and after the date, if any, on which the parties exercise (or are deemed to have exercised) their option pursuant to Section 7.1 or 7.2 to terminate this Agreement for or on account of any such casualty or Condemnation.

2.5.4. After execution of this Agreement, Seller shall not enter into any new leases or options to lease or negotiate extensions or modifications of any existing leases without Buyer's prior written consent.

2.6. Licenses and Permits. Seller makes no representations or warranties with respect to the availability or adequacy of any certificates, permits and licenses relating to the Property and the operation thereof.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES

3.1. Representations by Seller. As of the date hereof, Seller hereby represents and warrants to the best of its knowledge, information and belief and without investigation as follows (each and all to which, to the extent applicable shall be to the best of Seller's knowledge, information and belief true as of Closing):

3.1.1. Seller is a corporation duly organized, existing, and in good standing under the laws of the State of Delaware, is duly qualified to carry on its business as now being conducted in the State of Utah and has the power to convey the Property.

3.1.2. Subject to Section 4.2.4, Seller is authorized to enter into this Agreement and to consummate the transactions contemplated hereby, and the person executing this Agreement on behalf of Seller is duly authorized to execute this Agreement and to bind Seller to consummate such transactions. Subject to Section 4.2.4, the execution and delivery of this Agreement and the conveyance of the Property by Seller pursuant to this Agreement do not require the consent of any person, agency, or entity not a party of this Agreement.

3.1.3. At Closing, Seller shall have the full right, power, capacity, and authority validly to sell, assign, transfer, and deliver the Property to Buyer and to vest in Buyer such title to the Property as is required hereby.

3.1.4. Seller is not a "foreign person" as the term is defined in Section 1445 of the Internal Revenue Code of 1986 as amended or replaced (the "Code") and Seller agrees to execute an affidavit to that effect at Closing.

3.1.5. To the best of Seller's knowledge the Property is not subject to any pending litigations, proceedings or investigations that would materially or adversely affect the Property.

3.1.6. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they become due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

3.1.7. To the best of Seller's knowledge, all transaction privilege taxes, sales taxes, personal property taxes and similar taxes owed by Seller in connection with the Property, if any, have been or will at Closing be paid. Seller's sale of the Property is not subject to any federal, state or local withholding obligation of Purchaser under applicable tax laws.

3.1.8. Seller is not acting on behalf of an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended or an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. § 2510.3-101 of any such employee benefit plan or plans.

3.1.9. Neither Seller nor its respective constituent owners or affiliates (a) are or will be in violation of any Anti-Terrorism Law (as defined below), (b) are or will be a Prohibited Person (as defined below), or (c) are or will (i) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 (as defined below); or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, and or the prohibitions set forth in any Anti-Terrorism Law.

As used herein: (A) "Anti-Terrorism Law" is defined as any Law relating to terrorism or money-laundering, including Executive Order No. 13224 and the USA Patriot Act (as defined below); (B) "Executive Order No. 13224" is defined as the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism."; (C) "Prohibited Person" is defined as (1) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (2) an entity

that is listed in the Annex to, or is otherwise subject to the provisions of, a person or entity owned or controlled by, or acting for or on behalf of, any person or Executive Order No. 13224; (3) a person or entity with whom any lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (4) a person or entity who commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; or (5) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list; and (D) "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56).

3.2. Representations By Buyer. As of the date hereof, Buyer hereby represents and warrants to the best of its knowledge, information and belief as follows (each and all of which, to the extent applicable shall be to the best of Buyer's knowledge, information and belief true as of Closing):

3.2.1. Buyer is authorized to enter into this Agreement and to consummate the transactions contemplated hereby, and the person executing this Agreement on behalf of Buyer is duly authorized to execute this Agreement and to bind Buyer to consummate such transactions. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Buyer do not require the consent of any person, agency, or entity not a party to this Agreement.

3.2.2. There are no actions or proceedings pending or threatened to liquidate, reorganize, arrange, place in bankruptcy, appoint a receiver for, or dissolve Buyer.

3.2.3. This Agreement does not violate the terms of any other contract or instrument to which Buyer is a party or by which Buyer is bound.

3.2.4. Neither Buyer nor its affiliates (a) are or will be in violation of any Anti-Terrorism Law (as defined below), (b) are or will be a Prohibited Person (as defined below), or (c) are or will (i) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 (as defined below); or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, and or the prohibitions set forth in any Anti-Terrorism Law.

ARTICLE 4. CONDITIONS OF CLOSING

4.1. Conditions Precedent to the Obligations of Buyer. In addition to any other conditions precedent stated in this Agreement, the obligations of Buyer to purchase and make payment for the Property pursuant to the provisions of this Agreement shall be subject to the following conditions:

4.1.1. The representations and warranties made by Seller in Section 3.1 shall be true and correct on and as of Closing.

4.1.2. Between the date of this Agreement and Closing, Seller shall have complied with the covenants contained in Section 2.5.

4.1.3. Seller shall execute and deliver all documents and shall take all other actions required by Seller pursuant to Article 5.

4.2. Conditions Precedent to the Obligations of Seller. In addition to any other conditions precedent stated in this Agreement, the obligations of Seller to sell the Property pursuant to the provisions of this Agreement shall be subject to the following conditions:

4.2.1. The representations and warranties made by Buyer in Section 3.2 shall be true and correct on and as of Closing.

4.2.2. There will not be pending any litigation, proceeding, or investigation, including, but not limited to, any bankruptcy, arrangement, reorganization, or insolvency proceeding (but excluding any Condemnation which shall be governed by Article 7 hereof) against or involving Buyer that would materially and adversely affect Buyer's ability to consummate Closing.

4.2.3. Buyer shall pay the Purchase Price, shall execute and deliver all documents, and shall take all other actions required of Buyer pursuant to Article 5.

4.2.4. Seller obtains the approval of the Executive Management Committee of La Quinta Properties, Inc. to sell the Property in accordance with the terms of this Agreement. ✓

4.3. Remedies for Failure of Conditions.

4.3.1. If any condition set forth in Section 4.1 or 4.2 or elsewhere in this Agreement has not been satisfied as of Closing, the party entitled to the benefit of such condition shall have the right (i) to waive such condition and proceed to Closing without any adjustment in the Purchase Price (it being expressly understood and agreed that the party entitled to the benefit of a condition may waive the same, in whole or in part, in that party's sole discretion), or (ii) to terminate this Agreement by giving notice of termination to the other party prior to Closing, in which event, except as otherwise provided in Section 9.2 (relating to remedies upon default), and in Section 9.3 (relating to indemnification), the parties hereto shall have no further rights or obligations to each other under this Agreement, either at law or in equity or otherwise. It is expressly understood and agreed that Seller makes no representation or warranty that the conditions precedent will, or will not, be satisfied at or as of Closing and that any party to any contract, lease or other agreement assigned to Buyer at Closing will or will not be in default hereunder.

ARTICLE 5. CLOSING

5.1. Time and Place. Unless this Agreement is sooner terminated, Buyer and Seller agree to make full settlement no later than December 17, 2004. The transaction shall be closed through an Escrow in accordance with the provisions of Article 8 hereof.

5.2. Payment of Purchase Price. At Closing, Seller shall receive the Deposit, and Buyer shall pay the balance of the Purchase Price as provided in Section 1.3.

5.3. Transfer of Title of Real Property. At Closing, and upon payment of the Purchase Price and full performance by Buyer, Seller shall convey to Buyer, by Special Warranty Deed, title to the Real Property in fee simple absolute, subject to the Permitted Exceptions, current year real estate taxes and assessments and all matters shown on the Survey (the "Deed").

5.4. Closing Documents. The following documents shall be executed and/or delivered as of Closing:

5.4.1. Seller shall execute and deliver the Deed, in recordable form, conveying the Real Property to Buyer subject to the matters described in Section 5.3 above.

5.4.2. Seller shall execute and deliver a Bill of Sale transferring to Buyer Seller's interest in the Personal Property free and clear of all charges, security interests, mortgages, liens, and encumbrances created or arising by or through Seller (other than Permitted Exceptions, if applicable). The Bill of Sale shall contain a special warranty of title but shall otherwise convey the Personal Property "as is," "where is," "with all faults," and WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY NATURE OR SORT (EXCEPT THE SPECIAL WARRANTY OF TITLE) INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS OR USE FOR A PARTICULAR PURPOSE, OR OTHERWISE.

5.4.3. If Buyer elects to Assume the Ampco Lease pursuant to Section 2.3 herein, Seller and Buyer shall each execute and deliver an Assignment and Assumption Agreement pursuant to which Seller shall assign, and Buyer shall assume, all of Seller's right, title, interest, duties, and obligations under the Ampco Lease that accrue subsequent to Closing. The foregoing Assignment and Assumption Agreement shall provide that each party thereto shall indemnify and hold the other party thereto harmless from and against any and all claims, debts, dues, obligations, liabilities, judgments, actions, causes of actions, losses, costs, and expenses (including reasonable attorneys' fees) of any nature or sort arising or to be performed under, or in connection with or otherwise relating to the Ampco Lease for any period prior to Closing (if the indemnifying party is Seller) or for any period from and after Closing (if the indemnifying party is Buyer).

5.4.4. To the extent not previously delivered, at Closing, Seller shall deliver to Buyer (to the extent in Seller's possession): (i) any Materials; (ii) all plans and specifications, relating to the Real Property; (iii) all access, operating, or other keys to the Property in Seller's

possession as of Closing; and (iv) the originals of all other documents, instruments, reports, permits, and other materials, copies of which have previously been provided to Buyer hereunder.

5.4.5. Seller and Buyer shall approve a settlement statement reflecting costs and adjustments set forth in Sections 6.1 and 6.2.

5.4.6. Seller shall execute and deliver to Buyer an affidavit confirming that Seller is not a "foreign person" under Section 1445 of the Code.

5.4.8. Buyer shall execute and deliver the Purchase Money Note and Trust Deed, and related security documents for the Trust Deed.

5.4.9. Seller and Buyer shall execute and deliver such other documents and shall take such other action at Closing as may be necessary or appropriate to carry out their respective obligations under this Agreement.

5.5. Definition of Closing. All of the actions described in Sections 5.1 through 5.4 shall be deemed to have been taken simultaneously, none of such actions shall be deemed to have been taken unconditionally until all of such actions have been fully performed, and all of such actions are collectively referred to herein as "Closing".

5.6. Possession. Seller shall deliver quiet and peaceable possession of and occupancy to the Real Property to Buyer as of Closing, subject to all Permitted Exceptions, and any other matters permitted by this Agreement or created or otherwise consented to by Buyer.

ARTICLE 6. CLOSING COSTS AND ADJUSTMENTS

6.1. Closing Costs. Closing and other costs, if applicable, relating to this transaction shall be allocated and paid as follows:

<u>ITEM</u>	<u>PAID BY</u>
Survey	Buyer
Title Policy Premium	Seller to pay for a standard owner's policy; the cost of any extended coverage and any endorsement that Buyer elects to obtain shall be paid by Buyer
Recording Fees	Split between Seller and Buyer 50/50
Escrow Fees	Split between Seller and Buyer 50/50
Transfer or Excise Taxes	Seller
Purchase Money Note and Trust Deed	Notwithstanding the foregoing, Buyer shall pay all costs relating to the Purchaser Money Note and Trust Deed, including without limitation, recording fees on the Trust Deed and related security documents,

and any fees or taxes on the Purchase
Money Note or Trust Deed

Sales Commission will be paid as provided in Section 9.1 and each party shall bear the fees of its respective attorneys and advisors. All other costs of Closing shall be allocated between the parties in accordance with local custom, except that Buyer shall pay all costs relating to any financing obtained by Buyer in connection with this transaction.

6.2. Closing Adjustments.

6.2.1. All income, current operating expenses, if any, real estate taxes, lease payments, personal property taxes, other taxes and assessments (whether general or special), utilities, water and sewer charges, if any, shall be adjusted and prorated as of 12.01 a.m. on the date of Closing. Seller shall cause all utilities to have final reading effective as of the Closing Date. To the extent Seller is unable to obtain a refund directly from the utilities, which it will attempt to do, Buyer will credit Seller with any utility deposits made by Seller which are to be retained by the utility following Closing.

**ARTICLE 7.
CASUALTY AND CONDEMNATION**

7.1. Casualty. Risk of loss or damage to the Real Property from fire or other casualty shall remain on Seller until Closing. If any of the Real Property is destroyed or rendered uninhabitable by fire or other casualty prior to Closing, Buyer may elect, in writing, on or before Closing, (A) to terminate this Agreement, in which event the Deposit shall be refunded to Buyer and the parties hereto shall thereafter have no further obligation to each other hereunder either at law or in equity or otherwise, except as provided in the indemnification sections of Section 9.3 hereof, or (B) to proceed to Closing in accordance with and within the time frame set forth herein, without any adjustment in the Purchase Price, in which event at Closing Seller shall assign all of its right, title, and interest in and to the insurance proceeds payable on account of such casualty to Buyer. If Buyer elects to proceed to Closing pursuant to clause (B) of this Section 7.1, Seller (if so requested by Buyer) shall cooperate with and assist Buyer, at no cost to Seller, to adjust the casualty loss with the insurance carrier. If Buyer fails to make a timely election, the parties shall be deemed to have elected to terminate this Agreement pursuant to clause (A) of this Section 7.1. In the event that only Personal Property is lost or damaged by fire or other casualty prior to Closing, the parties shall proceed to Closing without any adjustment in the Purchase Price and all insurance proceeds paid or payable for or on account of any such loss or damage to Personal Property shall be paid or assigned to Buyer.

7.2. Condemnation. In the event of any actual or threatened condemnation, taking by eminent domain, or similar proceeding of or against the Real Property (herein collectively called a "Condemnation") that materially and adversely affects its intended use, Buyer may elect in writing within ten (10) days following notice to Buyer of the condemnation, (A) to terminate this Agreement, in which event the Deposit shall be refunded to Buyer and the parties hereto shall thereafter have no further obligation to each other hereunder at law or in equity or otherwise

except as otherwise provided in the indemnification provisions of Section 9.3 hereof, or (B) to proceed to Closing in accordance with and within the time frame set forth herein, without any adjustment in the Purchase Price, in which event Buyer shall take such title to the Property as Seller is able to deliver, together with an assignment of any award of payment, or right to receive the same, in connection with any such Condemnation. If Buyer elects to proceed to Closing pursuant to subpart (B) of this Section 7.2 Seller (if so requested by Buyer) shall cooperate with, and assist, Buyer, at no cost to Seller, in its efforts to collect the proceeds or awards of the Condemnation. If Buyer fails to make a timely election, the parties shall be deemed to have elected to terminate this Agreement pursuant to clause (A) of this Section 7.2.

ARTICLE 8. ESCROW AGENT

8.1. Escrow. Immediately after this Agreement has been executed by the parties, escrow ("Escrow") shall be opened with Chicago Title Insurance Company by delivering a fully executed copy of this Agreement to Escrow Agent. This Agreement shall also constitute instructions to Escrow Agent in addition to Escrow Agent's general instructions. In the event of a conflict between the printed portions of the escrow instructions and this Agreement, this Agreement shall be controlling. If reasonably required to do so by Escrow Agent, the parties agree to execute supplemental and/or additional escrow instructions consistent with this Agreement as may be required to carry out the terms and provisions of this Agreement. Documents required to be delivered hereunder at Closing shall be delivered into Escrow.

8.2. Escrow Cancellation. If Escrow is not in condition to close by the agreed Closing Date as set forth in Article 5 hereof, Escrow Agent shall continue to comply with the instructions contained herein until a written demand has been made by a party entitled to do so for the cancellation of the Agreement and the Escrow, as described below. Escrow Agent shall notify the other parties of any such demand. If the closing of Escrow fails due to Seller's default, Seller shall pay all Escrow cancellation charges. If the closing of Escrow fails to occur due to Buyer's default, Buyer shall pay all Escrow cancellation charges. If the closing of Escrow fails to occur for any reason other than the foregoing, Buyer and Seller shall each pay one-half (½) of any Escrow cancellation charges.

ARTICLE 9. MISCELLANEOUS

9.1. Brokerage. The parties recognize NAI Utah Commercial Real Estate, Inc., Attention: Rick Davidson, (the "Broker") as the only party who has served as broker and finder in connection with this transaction. If and only if Closing is consummated hereunder, Seller shall pay the commission due Broker in accordance with a separate written agreement between Seller and Broker. Seller and Buyer each warrant and represent to the other that, except for Broker, no agent, broker, or finder has acted for the warranting party in connection with this Agreement or is entitled to compensation on account of the transactions contemplated hereby.

9.2. Remedies Upon Default.

9.2.1. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICABLE AND DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER WRONGFULLY FAILS TO CONSUMMATE THE PURCHASE AND SALE CONTEMPLATED HEREIN. BUYER AND SELLER HAVE CAREFULLY CONSIDERED THE LOSS TO SELLER OCCASIONED BY TAKING THE PROPERTY OFF THE MARKET AS A CONSEQUENCE OF THE NEGOTIATION AND EXECUTION OF THIS AGREEMENT, THE EXPENSES OF SELLER INCURRED IN CONNECTION WITH THE PREPARATION OF THIS AGREEMENT AND SELLER'S PERFORMANCE HEREUNDER, AND THE OTHER DAMAGES, GENERAL AND SPECIAL, WHICH BUYER AND SELLER REALIZE AND RECOGNIZE SELLER WILL SUSTAIN BUT WHICH CANNOT BE CALCULATED WITH CERTAINTY. BASED ON ALL THOSE CONSIDERATIONS, BUYER AND SELLER HAVE AGREED THAT THE DAMAGE TO SELLER FROM AN UNCURED BREACH BY BUYER WOULD REASONABLY BE EXPECTED TO EQUAL THE AMOUNT OF THE DEPOSIT. ACCORDINGLY, IF ALL CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CONSUMMATE THE TRANSACTIONS HEREIN CONTEMPLATED HAVE BEEN WAIVED BY BUYER OR SATISFIED AND IF SELLER HAS PERFORMED ITS COVENANTS AND OBLIGATIONS AND IS NOT OTHERWISE IN DEFAULT HEREUNDER, BUT BUYER HAS BREACHED ITS COVENANTS, WARRANTIES, REPRESENTATIONS, AGREEMENTS, UNDERTAKINGS, OR OBLIGATIONS HEREUNDER, OR IS OTHERWISE IN DEFAULT HEREUNDER, AND, AS A RESULT, IS UNABLE TO CONSUMMATE THE PURCHASE AND SALE OF THE PROPERTY IN ACCORDANCE WITH THE TERMS HEREOF BY CLOSING, THE SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS FULL AND COMPLETE LIQUIDATED DAMAGES. THEREAFTER, THIS AGREEMENT SHALL TERMINATE, AND THE PARTIES HERETO SHALL HAVE NO FURTHER RIGHTS OR OBLIGATIONS TO EACH OTHER UNDER THIS AGREEMENT, EITHER AT LAW OR IN EQUITY OR OTHERWISE, EXCEPT AS OTHERWISE PROVIDED IN SECTION 2.1 (RELATING TO A RETURN OF DATA AND INFORMATION AFTER TERMINATION), THE PROVISIONS OF ARTICLE 8 (RELATING TO THE ESCROW AGENT) AND THE INDEMNIFICATION PROVISIONS OF SECTION 9.3. THE PAYMENT OF SUCH AMOUNT IS NOT INTENDED AS A FORFEITURE OR PENALTY.

RFG
Buyer's Initials

JM
Seller's Initials

9.2.2. IF ALL CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS TO CONSUMMATE THE TRANSACTIONS HEREIN CONTEMPLATED HAVE BEEN WAIVED BY SELLER OR SATISFIED AND IF BUYER HAS PERFORMED ITS COVENANTS AND OBLIGATIONS AND IS NOT OTHERWISE IN DEFAULT HEREUNDER, BUT SELLER HAS BREACHED ITS COVENANTS, WARRANTIES, REPRESENTATIONS, AGREEMENTS, UNDERTAKINGS, OR OBLIGATIONS OR IS OTHERWISE IN DEFAULT HEREUNDER AND, AS A RESULT, IS UNABLE TO CONSUMMATE THE PURCHASE AND SALE CONTEMPLATED HEREIN AT CLOSING

THEN THE SOLE AND EXCLUSIVE REMEDY OF BUYER SHALL BE TO TERMINATE THIS AGREEMENT BY GIVING SELLER WRITTEN NOTICE OF TERMINATION, IN WHICH EVENT SELLER SHALL RETURN THE DEPOSIT TO BUYER AND THEREAFTER THE PARTIES HERETO SHALL HAVE NO FURTHER RIGHTS OR OBLIGATIONS TO EACH OTHER UNDER THIS AGREEMENT, EITHER AT LAW OR IN EQUITY OR OTHERWISE, EXCEPT AS PROVIDED IN SECTION 2 (RELATING TO A RETURN OF DATA AND INFORMATION AFTER TERMINATION), THE PROVISIONS OF ARTICLE 8 (RELATING TO THE ESCROW AGENT) AND THE INDEMNIFICATION PROVISIONS OF SECTION 9.3; PROVIDED, HOWEVER, THAT IF SELLER'S FAILURE TO PERFORM IS VOLUNTARY AND INTENTIONAL, AND IS NOT DUE TO ACTS OR MATTERS BEYOND ITS CONTROL, THEN THE BUYER SHALL HAVE THE RIGHT TO SPECIFIC PERFORMANCE HEREUNDER AS ITS EXCLUSIVE REMEDY.

RFG
Buyer's Initials

MM
Seller's Initials

9.2.3. It is expressly understood and agreed that the elections of, and limitations on, remedies set forth in this Section 9.2 have been included herein as a material inducement to the execution hereof by both Buyer and Seller. It is further expressly understood and agreed that the elections of, and limitations on, remedies set forth in this Section 9.2 are intended to apply to breaches occurring on or before Closing and are not intended to apply, or to limit, restrict or adversely affect in any manner, the rights or remedies of the parties under any document delivered at Closing or any indemnification (pursuant to Section 9.3 or otherwise) or other undertaking by either party which is, by the terms hereof, to be performed after Closing or which survives Closing pursuant to Section 9.9 hereof.

9.3. Indemnification.

9.3.1 Buyer hereby agrees to indemnify and hold Seller harmless from and against all claims, demands, debts, dues, liabilities, actions, causes of action, costs, and expenses (including reasonable attorneys' fees) that may be asserted against or paid or incurred by Seller, for or on account of or in connection with any study, investigation, report, or other action taken by or for Buyer pursuant to Section 2.1 or any other provision hereof authorizing Buyer to make inspections or studies of the Property.

9.3.2. Buyer and Seller each agree to indemnify and hold the other harmless from and against all claims, demands, debts, dues, liabilities, actions, causes of action, costs, and expenses (including reasonable attorneys' fees) that may be asserted against or paid or incurred by the indemnified party for, on account of, or in connection with any breach by the indemnifying party of its payment obligations and/or warranties and representations contained in Section 9.1.

9.3.3. The indemnities contained in this Section 9.3 shall survive Closing or any sooner termination of this Agreement.

9.4. Amendment. This Agreement may not be modified, amended, or discharged, and no provision hereof may be waived, except by an instrument in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge, or waiver is sought.

9.5. Notices. All notices, waivers, approvals, consents, demands, requests, or other communications (collectively, "Notices") which may be or are required to be given, served, or sent by any party hereto to the other party hereto pursuant to, or in connection with, this Agreement shall be in writing and shall be hand delivered, sent by Federal Express, Purolator, or similar overnight service, or mailed by first class, registered, or certified mail, return receipt requested, or transmitted by telegram, telex, or telecopy, addressed as follows:

If to Seller: La Quinta Properties, Inc.
 c/o La Quinta Corporation
 Attn: Alan L. Tallis
 909 Hidden Ridge, Suite 600
 Irving, Texas 75038
 (214) 492-6967 - Telephone Number
 (214) 492-6567 - Fax Number

With a copy to: La Quinta Properties, Inc.
 c/o La Quinta Corporation
 Attn: Sandy Michel, Esq., General Counsel
 909 Hidden Ridge, Suite 600
 Irving, Texas 75038
 (214) 492-6703 - Telephone Number
 (214) 492-6740 - Fax Number

If to Buyer: Richard F. Gordon
 180 South 300 West #120
 Salt Lake City, Utah 84101
 (801) 533-8860 - Telephone Number
 (801) 533-8894 - Fax Number

With a copy to:

Each party may designate by Notice in writing, at least five (5) business days before its effective date, a new address or addressee to which any Notice may thereafter be given, served, or sent. Each Notice which is given, served, or sent in the manner specified in this Section 9.5 shall be deemed to have been given and received as of the date it is delivered (with the return receipt, the delivery receipt, or, with respect to a telex, the answer back being deemed conclusive evidence of such delivery) or as of the date on which delivery is refused or unclaimed by the addressee upon presentation. Notwithstanding any other provision of this Section 9.5, the validity, operation, and effect of an original Notice properly given to a party in accordance with

this Section 9.5 shall not be adversely affected in any manner by any failure or delay in the giving or receipt of a copy thereof.

9.6. Assignment. Buyer's reputation, financial status and ability and commitment to develop the Property in a manner consistent with the principles set forth in the Agreement constitute a material inducement for Seller to sell the Property to Buyer pursuant to the terms herein and represents a substantial part of the consideration for which Seller has agreed to sell and convey the Property. Therefore, neither Buyer nor its successors and assigns may directly or indirectly assign this Agreement, nor may any of Buyer's rights hereunder or in the Property (or any portion thereof) be transferred, conveyed, leased, or subleased prior to Closing by Buyer or its successors or assigns in any manner to any person or entity, without Seller's specific prior written consent in each instance, except that Buyer may assign all of its rights hereunder to an entity which is and continues to be wholly-owned by Buyer, provided that Buyer personally guarantees the Purchase Money Note. Buyer must provide notice to Seller, at least ten (10) business days prior to Closing of any assignment contemplated by Buyer under the terms of this Section. Such notice shall identify the proposed assignee or transferee and the constituent individuals and/or entities thereof. Such notice shall be accompanied, as the case may be, by the written certification of the proposed assignee in the case of an assignment or by the written certification of Buyer in the case of a transfer, directly or indirectly, of any stock, partnership or other ownership interest in Buyer that the Property will not be purchased in whole or part with the assets of an Employee Benefit Plan. Buyer shall in addition cause to be delivered to Seller such further information, including detailed financial information, with respect to the proposed assignee or transferee and the constituent individuals and/or entities thereof, including specifically, without limitation, any pension or profit sharing plans related thereto, as Seller may request. If Buyer does not so provide notice, Seller may, at its option, refuse to permit the assignment. Buyer agrees that no assignment or transfer, nor any subsequent assignment or transfer, shall relieve Buyer of any of Buyer's obligations hereunder pursuant to the terms of this Agreement existing as of the Closing, without regard to any modification, extension or waiver of any of the terms hereof, and Buyer shall be jointly and severally liable with any such assignee for all of its obligations hereunder. Nothing contained in this paragraph may or should be interpreted as modifying any term or provision set forth elsewhere in this Agreement or the Deed. The provisions of this Paragraph shall survive the Closing and delivery of the Deed.

9.7. Parties Bound. All terms, conditions, covenants, warranties, representations, agreements, undertakings, and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

9.8. Time of Essence. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

9.9. Survival After Closing. The provisions of any and all obligations set forth in documents delivered at Closing shall survive, and not be merged in, Closing. Except as otherwise specifically set forth elsewhere in this Agreement, all other obligations hereunder and provisions hereof shall merge in and shall not survive Closing.

9.10. Waiver. Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights, or privileges hereunder.

9.11. Construction. Buyer and Seller acknowledge that they both participated equally in the negotiation and drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one of such parties than against the other.

9.12. Entire Agreement. This Agreement, including the Exhibits, which are an integral part hereof, constitutes the entire agreement between Seller and Buyer with respect to the transactions contemplated herein, and it supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein. No agreements, representations, or warranties have been made by Buyer or Seller except as specifically set forth in this Agreement, and in particular, no oral or written expression, or non-verbal conduct of a person intended by such person as a substitute for oral or written expression, will be attributed to Buyer or Seller as an agreement or a warranty or representation, except as specifically set forth in this Agreement.

9.13. Pronouns. All pronouns and any variations thereof shall be deemed to refer to a masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

9.14. Headings. Article and Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

9.15. Applicable Law. This Agreement shall be given effect and construed by application of the law of the State of Utah without regard to principles of conflicts of laws. Venue and jurisdiction of any legal proceeding shall be in the County/District where the Real Property is located.

9.16. Covenant Against Recording. This Agreement shall not be recorded in any public record, and neither party shall cause to be recorded a notice of the existence of this Agreement, or any other writing asserting an interest in the Property prior to the Closing. Any recordation in violation of this Section 9.16 shall relieve the non-recording party from any further obligation, and shall entitle that party to resort to the remedies provided in Section 9.2.

9.17. Computation of Time. In computing any time for giving Notices or other period of time prescribed or allowed by any provision of this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a legal holiday in Utah, in which event the period runs until the end of the next day which is not a

Saturday, Sunday or legal holiday. Unless otherwise specified herein, all notice or other periods expire as of 5:00 p.m. on the last day of the notice or other period.

9.18. Counterparts. This Agreement may be executed in counterparts by the parties.

9.19. Effective Date. Effective Date shall mean the date upon which this Agreement, executed by Buyer, has been delivered to Seller, and this Agreement executed by Seller, which date Seller shall insert in the first line hereof.

9.20. Cancellation of Agreement. Buyer has fifteen (15) days from its receipt of this Agreement to take the following actions:

(i) Buyer shall have executed this Agreement and returned two fully executed originals to Seller.

(ii) Buyer shall have deposited the Deposit with the Escrow Agent.

In the event Buyer fails to take the above-referenced actions within this fifteen (15) day period, then Seller will consider all discussions between Seller and Buyer with respect to the sale of the Property, this Agreement and any obligation of Seller to execute this Agreement to be terminated. Seller agrees not to market the Property for sale during the fifteen (15) day period described herein. Seller may accept back-up contracts.

9.21. Attorney's Fees. In the event suit or action is brought to enforce any of the terms of this Agreement, or to rescind the same, the prevailing party in such suit or action shall be entitled to recover its reasonable attorney's fees (including discovery costs, expert witness fees, paralegal costs and other costs) therein, and in any appeal therefrom, in an amount to be determined by the Court.

9.22. Executive Management Committee Approval. Notwithstanding any provision set forth elsewhere in this Agreement, Buyer expressly acknowledges and agrees that Seller's obligation to consummate the sale of the Property is contingent upon Seller's obtaining the written approval of its Executive Management Committee. If Seller does not obtain the approval of its Executive Management Committee to the sale of the Property in accordance with the terms of this Agreement prior to the expiration of seven (7) days from the Effective Date of this Agreement, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and this Agreement shall be and become null and void and of no further force and effect, and all parties hereto shall be released from all further liability hereunder at law and in equity.

ARTICLE 10.

CONDITION OF PROPERTY; DISCLAIMERS

10.1. "As Is" Transfer. Buyer acknowledges that neither Seller nor anyone acting for or on behalf of Seller has made any representation, warranty or promise to Buyer concerning the physical aspects and condition of any of the Property, including, but not limited to, the

following: any dimensions or specifications of any of the Property; the feasibility, desirability or convertibility of any of the Property into any particular uses; the zoning, building and land use restrictions applicable to the Property; the projected income or expenses for any of the Property, the Property's compliance with applicable laws, ordinances and regulations; the condition of soils, subsoils, groundwater and surface waters; the presence of toxic wastes and hazardous substances or materials, the availability or adequacy of utilities. BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATION, STATEMENT OR WARRANTY OF SELLER OR ANYONE ACTING FOR OR ON BEHALF OF SELLER (EXCEPT AS PROVIDED IN SECTION 3.1 ABOVE), THAT BUYER IS A KNOWLEDGEABLE BUYER OF DEVELOPMENTS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS, THAT BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING, SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS ACQUIRING THE PROPERTY ON AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR AND "WITH ALL FAULTS" AND BUYER DOES HEREBY WAIVE, AND SELLER DOES HEREBY DISCLAIM, ALL WARRANTIES OF ANY TYPE OR KIND WHATSOEVER WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING, BY WAY OF DESCRIPTION, BUT NOT LIMITATION, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, TENTABILITY, HABITABILITY AND USE, AND COMPLIANCE WITH LAWS. BUYER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR DAMAGES OR FOR RESCISION OR CANCELLATION OF THIS AGREEMENT BECAUSE OF ANY REPRESENTATIONS MADE BY SELLER OR ANY AGENT OF SELLER. BUYER HEREBY EXPRESSLY ASSUMES THE RISK THAT ADVERSE PHYSICAL CONDITIONS AND THE FULL EXTENT THEREOF (INCLUDING, WITHOUT LIMITATION, SOIL, GROUNDWATER AND SURFACE WATER CONTAMINATION FROM HAZARDOUS SUBSTANCES) MAY NOT BE REVEALED BY BUYER'S INSPECTIONS, REVIEWS AND STUDIES OF THE PROPERTY.

10.2. Acknowledgment of Limitation of Agent's Authority. No person acting on behalf of either party is authorized to make, and by execution hereof the other party acknowledges that no such person has made, any representation, warranty, guaranty or promise except as may be set forth herein, and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on either party or its successors or assigns.

10.3. Documentary Information. Each party acknowledges that any and all documentary information, cost estimates, engineering data, plans and specifications, feasibility reports, soil reports, environmental reports or any other information of whatever type which such party has received or may receive from the other party or its agents is furnished on the express condition that each party shall make its own independent verification of the accuracy of such

information. Each party agrees that it shall not attempt to assert any liability upon the other party for furnishing such information.

10.4. Buyer's Obligation to Investigate. As a material inducement to Seller entering into this Agreement, Buyer represents and warrants that Buyer has caused or will cause the Property to be fully inspected by structural, electrical and mechanical engineers and other professionals to fully disclose to and advise Buyer of any latent or patent defects, conditions, which are or could be dangerous, the implications of the foregoing, and other information which would be evaluated and reviewed by a prudent, sophisticated Buyer of property of this type and location.

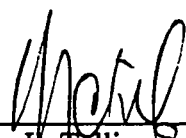
/SIGNATURES ON FOLLOWING PAGE/

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:

LA QUINTA PROPERTIES, INC.,
a Delaware corporation

Date: October 15, 2004

By: 
Alan L. Tallis ~~Senior~~ K. Michel
Sr. Executive Vice President and
Chief Development Officer General
Counsel.

BUYER:

Date: October 13, 2004

By: 
Richard F. Gordon

FEDERAL TAX ID # 528-50-2488

The undersigned as authorized signatory of the title company named below by the execution of this Agreement acknowledges receipt of a fully executed copy of this Agreement and the stated earnest money deposit this 18 day of October, 2004.

Chicago Title Insurance Company
2001 Bryan Street, Suite 1700
Dallas, Texas 75201
P: (214) 965-1668
F: (214) 965-1625

By: Joycelyn Armstrong
Name: Joycelyn Armstrong
Title: Commercial Escrow Officer
Date: 10-18-04

EXHIBIT "A"

Legal Description of Real Property

2310085_v4

7019733

TW 18768

Mail Tax Notice to:
 La Quinta Inns, Inc.
 La Quinta #176 P.O. Box 2636 Property Tax
 San Antonio, TX 78299-2636

7019733
 07/07/98 4:05 PM 14.00
 NANCY WORKMAN
 RECORDER, SALT LAKE COUNTY, UTAH
 TITLE WEST
 REC BY: V VEGA DEPUTY - WI

GENERAL WARRANTY DEED

Michele E. Scott, Robert F. Edwards, Jr., Kathryn Edwards-Repka, now known as Kathryn Edwards Robison, and Kerry Edwards (collectively, "GRANTOR") with a mailing address of c/o Robert F. Edwards, 1565 Adrian Road, Burlingame, CA 94010 hereby CONVEY and WARRANT to La Quinta Inns, Inc., a Texas Corporation ("GRANTEE"), with a mailing address of 112 East Pecan Street, Suite 200, San Antonio, TX 78205, for the sum of Ten Dollars and other good and valuable consideration, the following described tract(s) of land in Salt Lake County, State of Utah:


Beginning at a point 243.52 feet North 89 degrees 58'21" East and 67.44 feet South 00 degrees 01'39" East and 485.28 feet North 89 degrees 58'20" East from the Salt Lake City Survey Monument found at the intersection of 100 South and 400 West Streets, said point being the Northeast Corner of Lot 8, Block 66, Plat A, Salt Lake City Survey, and running thence South 00 degrees 03'19" East 173.25 feet; thence South 89 degrees 58'20" West 165.00 feet; thence North 00 degrees 03'19" West 8.25 feet; thence South 89 degrees 58'20" West 82.5 feet; thence North 00 degrees 03'19" West 165.00 feet; thence North 89 degrees 58'20" East 247.50 feet to the point of beginning, and being the same property conveyed to Michele E. Scott, Robert F. Edwards, Jr., Kathryn Edwards-Repka, and Kerry Edwards, an undivided twenty-five percent (25%) interest each as tenants in common, by Special Warranty Deed recorded March 7, 1991 as Entry No. 5035592 in Book 6296 at Page 120.

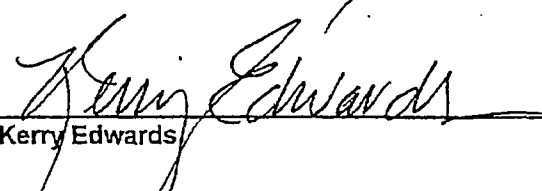
Sidwell No.: 15-01-203-001

TOGETHER WITH (a) Grantor's right, title and interest in all adjacent streets, alleys, rights of way and any adjacent strips of real estate; (b) all easements and right of way appurtenant to or benefiting such parcel; (c) all water rights, ditch rights and interest or shares in water or irrigation companies used in connection therewith; (d) all utility hook-ups and connections relating thereto; and (e) all permits, approvals and development rights associated herewith

SUBJECT TO the exceptions and matters set forth on Exhibit "A" attached hereto.

WITNESS the hand of said Grantor this June 30, 1998.


 Robert F. Edwards, Jr.


 Kerry Edwards

9K8029P62693

Michele E. Scott
Michele E. Scott

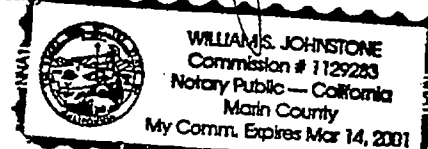
Kathryn Edwards-Repka
Kathryn Edwards-Repka, now known as Kathryn Edwards Robison,

State of CALIFORNIA)
County of MARIN) ss.

On June 30, 1998 personally appeared before me Michele E. Scott, the signer of the foregoing instrument who duly acknowledged to me that she executed the same.

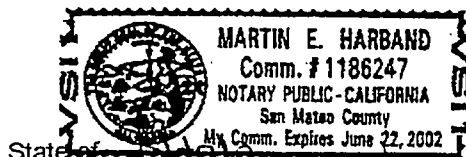
William J. Johnstone
Notary Public

State of California)
County of San Mateo) ss.



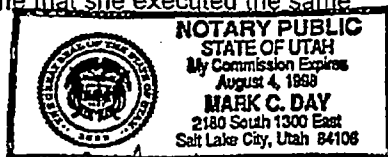
On June 30, 1998 personally appeared before me Robert F. Edwards, Jr., the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Robert F. Edwards, Jr.
Notary Public



State of California)
County of San Mateo) ss.

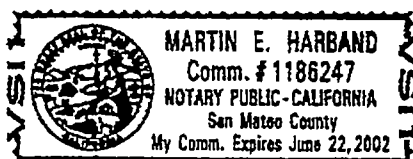
On July 6, 1998 personally appeared before me Kathryn Edwards-Repka, now known as Kathryn Edwards Robison, the signer of the foregoing instrument who duly acknowledged to me that she executed the same.



State of California)
County of San Mateo) ss.

Mark C. Day
Notary Public

On June 30, 1998 personally appeared before me Kerry Edwards, the signer of the foregoing instrument who duly acknowledged to me that ~~he/she/they~~ executed the same.



Robert F. Edwards, Jr.
Notary Public

PK8029PG2694

Exhibit "A"

Permitted Exceptions

The land described herein is located within the boundaries of SALT LAKE CITY and is subject to charges and assessments levied thereby.

Notice of Adoption of Redevelopment Plat entitled "C.B.C. NEIGHBORHOOD DEVELOPMENT PLAN" and dated May 1, 1982, recorded November 29, 1984, as Entry No. 4020604, in Book 5609, at Page 1953.

A new Special Assessment for which only a "Notice of Intention" has been recorded:

By SALT LAKE CITY
Purpose CURB AND GUTTER
Recorded October 28, 1997
Entry No. 6774541
Book/Page 7791/2396

A new Special Assessment for which only a "Notice of Intention" has been recorded:

By SALT LAKE CITY
Purpose DOWNTOWN ALLIANCE
Recorded February 19, 1998
Entry No. 6868483
Book/Page 7884/2722

All matters disclosed by that certain survey, dated May 29, 1998, prepared by CRS Consulting Engineers, Inc., under job No. 14263:

- (A) Fence lines do not match the property lines.
- (B) Storm drain and power lines (no record easement).

BK8029PG2695

6959257
WHEN RECORDED, PLEASE RETURN TO:

Ms. Cynthia Stevens
La Quinta Inns, Inc.
P.O. Box 2636
San Antonio, Texas 78299-2636

ATC- D196019

SPECIAL WARRANTY DEED

DAVID E. SALISBURY, STEPHEN D. SWINDLE and JERRY L. BROWN, Trustees of the Van Cott, Bagley, Cornwall & McCarthy Profit-Sharing Trust, Grantor, hereby convey and warrant against all claiming by, through or under them to LA QUINTA INNS, INC., a Texas corporation, with its principal offices located at La Quinta Inn #176, P.O. Box 2636 Property Tax, San Antonio, Texas 78299-2636, Grantee, for the sum of Ten Dollars (\$10.00), and other good and valuable consideration, certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

BEGINNING at a point 10 feet East from the Northwest corner of Lot 6, Block 66, Plat "A", Salt Lake City Survey; thence South 220 feet to North face of concrete foundation wall; thence West along North face of said wall and wall produced 7.7 feet; thence Southerly along the West face of said concrete wall and wall produced 75.95 feet to a point 4 feet North from the North facing of a 13.75 foot outside diameter concrete smokestack; thence West 5.81 feet to a point 4 feet West from the West face of said smokestack; thence South 34.05 feet to South boundary line of Lot 5, said Block 66, thence East 498.51 feet, to the Southeast corner of Lot 8, said Block 66, thence North 156.75 feet, thence West 165 feet, thence North 8.25 feet, thence West 82.5 feet, thence North 165 feet, thence West 237.5 feet to the point of BEGINNING.

LESS AND EXCEPTING THEREFROM that portion conveyed to Utah Power and Light COMPANY, a Utah corporation organized and existing under the laws of the State of Utah as disclosed by that certain Warranty Deed recorded June 25, 1984, as Entry No. 3959294, in Book 5567, at Page 2324, Salt Lake County Recorder's Office, being more particularly described as follows:

BEGINNING at a point which is North 89°58'22" East 10.0 feet and South 00°02'07" East 132.02 feet from the Northwest corner of Lot 6, Block 66, Plat "A", Salt Lake City Survey; said point of beginning also being North 89°58'22" East along the city monument line 243.29 feet and South 0°02'07" East 199.46 feet

BK7973PG2782

from the city monument at the intersection of 100 South Street and 400 West Street; thence running South 0°02'07" East 88.02 feet; thence South 89°58'22" West 7.70 feet; thence South 0°02'07" East 75.97 feet; thence South 89°58'22" West 5.81 feet; thence South 0°02'07" East 34.06 feet to a point on the south line of said Lot 5, thence North 89°58'22" East along the south line of said Lots 5 and 6, 106.38 feet to a point which is 14.90 feet South, of the Southeast corner of an existing building; thence North 0°25'13" West along the East face of said building line projected, 198.05 feet; thence South 89°58'22" West 91.54 feet to the point of BEGINNING.

Contains 2.27 acres, more or less.

Subject to the following:

- (a) Real estate taxes and assessments for the year 1998 and thereafter.
- (b) Parking Lot Lease dated January 1, 1997, between the Grantor herein, as Lessor, and Ampco System Parking, a California Corporation, as Lessee.
- (c) Effects of that certain instrument entitled "Notice of Adoption of Redevelopment Plan entitled 'C.B.D. Neighborhood Development Plan' and dated May 1, 1982," recorded November 28, 1984, as Entry No. 4020604, in Book 5609, at Page 1953, Salt Lake County Recorder's Office.
- (d) Said property is located within the boundaries of Salt Lake City and is subject to charges and assessments levied thereunder.

(THE FOLLOWING AFFECTS ALL OF THE SUBJECT PROPERTY,
TOGETHER WITH OTHER PROPERTY)

- (e) Effects of that certain instrument entitled "Resolution No. 62 of 1997, a resolution to create Salt Lake City, Utah Special Improvement District No. 106007, as described in the Notice of Intention concerning the district and authorizing the City officials to proceed to make improvements as set forth in the Notice of Intention to create the district." Said Resolution No. 62 of 1997 recorded October 28, 1997, as Entry No. 6774541, in Book 7791, at Page 2396.

(THE FOLLOWING AFFECTS ALL OF THE SUBJECT PROPERTY)

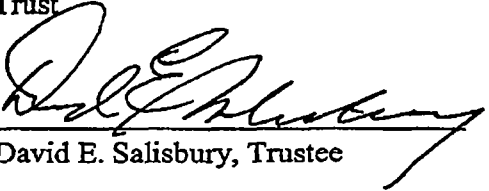
- (f) Special Assessment for Downtown Alliance, assessed November 15, 1997, Extension No. 8690-97, Account No. 17864, total amount assessed \$1,589.44, each installment being \$529.81, with a total unpaid principal balance of \$1,059.63, Salt Lake City Treasurer's Office.

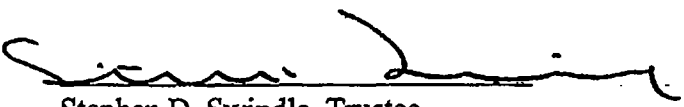
(THE FOLLOWING AFFECTS ALL OF THE SUBJECT PROPERTY)

- (g) Those matters disclosed on that certain survey prepared by CRS Consulting Engineers, Inc. certified under the date of October 7, 1997, by Robert R. Smeltzer, a Registered Land Surveyor holding License No. 4104, as Drawing No. 13946.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 7th day of May, 1998.

DAVID E. SALISBURY, STEPHEN
D. SWINDLE and JERRY L. BROWN,
Trustees of the Van Cott, Bagley,
Cornwall & McCarthy Profit-Sharing
Trust


David E. Salisbury, Trustee


Stephen D. Swindle, Trustee


Jerry L. Brown, Trustee

STATE OF UTAH)

: ss.

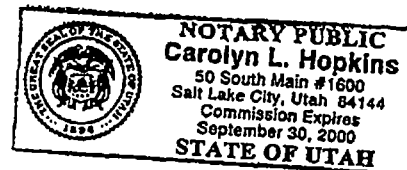
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of May, 1998, by David E. Salisbury, Stephen D. Swindle and Jerry L. Brown.

Carolyn L. Hopkins
NOTARY PUBLIC
Residing at: Salt Lake City, UT

My Commission Expires:

Sept. 30, 2000





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8
999 18TH STREET - SUITE 300
DENVER, CO 80202-2466
Phone 800-227-8917
<http://www.epa.gov/region08>

MAY 26 2004

Ref: EPR-ER

ADMINISTRATIVE
RECORDACTION MEMORANDUM AMENDMENT

SUBJECT: Request for an Amendment to a Time Critical Removal Action at the Vermiculite Intermountain Site, Salt Lake City/County, Utah.

FROM: Floyd Nichols, On-Scene Coordinator
Emergency Response Team

THROUGH: Steve D. Hawthorn, Team Supervisor
Emergency Response Unit

Douglas M. Skie, Director
Preparedness, Assessment & Emergency Response Programs

PUBLIC
DOCUMENT

TO: Max H. Dodson, Assistant Regional Administrator
Office of Ecosystems Protection & Remediation

Site ID#: 08GA

Category of Removal: Time Critical, Fund-Lead

I. PURPOSE

The purpose of this ACTION MEMORANDUM AMENDMENT is to request an increase in the ceiling for the Removal Action at the Vermiculite Intermountain site (Site) located in Salt Lake City/County, Utah. The original Action Memorandum was signed on April 7, 2004, and included a 12-month & \$2 million exemption from the statutory limits (See Attachment A).

In the process of finding and removing the Libby Amphibole (asbestos) contamination at the Site, the U.S. Environmental Protection Agency (EPA) Region VIII faces several problems, the solution to which will prompt an increase in the total Removal costs:

- ▶ The Frank Edwards Building has more asbestos contamination within the building than was originally identified. Removal of this added amount of asbestos will result in additional costs for labor, equipment, and transportation/disposal.
- ▶ Completing the asbestos abatement within the Artistic Printing Company and the detailed cleaning of the large, multi-colored presses & ancillary equipment has prompted a significant increase in the estimate of labor hours required and a change in equipment that is being used to support the abatement.



II. SITE CONDITIONS AND BACKGROUND

The Site is located near 333 West 100 South, Salt Lake City, Utah. EPA has conducted several sampling events at or around the Site and inside the buildings surrounding the Site. Analysis of the samples showed the presence of Libby Amphibole (LA) asbestos fibers in significant concentrations in on- and off-Site soils and in dust collected from within various building interior work spaces and on equipment units inside buildings that are adjacent to the Site. Original work projections for the Site included excavation and/or removal of approximately 3,900 cubic yards of LA-contaminated dust, soils, and miscellaneous debris from the Site and surrounding properties, including the storage/switch building, the electrical substation parcel, the Artistic Printing Company Facility, the Frank Edwards Building, and Parking Lot (See Attachment 1 - Action Memorandum dated April 7, 2004 for additional information).

III. PROPOSED ACTIONS AND ESTIMATED COSTS

A. Removal Actions

On April 14, 2004, EPA initiated the proposed actions listed in Attachment 1. Activities requiring the additional funds requested in this amendment are summarized below:

Artistic Printing

Ambient air samples, personal air samples, and dust samples were collected throughout the facility, with LA being detected in all dust and one ambient air sample. As EPA mobilized to the site, Artistic Printing continued daily operations, 5-days-per-week. EPA crews entered the facility at the end of the Company's workday - and accomplished various containment, abatement, and clearance activities throughout the night. On Thursday, May 20, the business shut down and the Time Critical Removal Action (TCRA) continued on a 24-hour-per-day basis thereafter. At that time approximately 35% of the building interior had been cleared of LA residue.

To enhance the efficiency of cleanup inside Artistic Printing, Emergency and Rapid Response (ERRS) mobilized specialized vacuum equipment from Libby, Montana. (Current plans call for subsequent use of this equipment during abatement activities inside the Frank Edwards Building, as well as at a "follow-on fund-lead TCRA" at another "Libby Sister" site which is only a few blocks away.) In addition, sufficient cleaning of the large, intricate equipment utilized by Artistic Printing is requiring substantially more labor hours than originally anticipated.

Frank Edwards Building (owned by La Quinta Corporation)

Dust samples collected inside the vacant building showed LA contamination in two of the three cavernous rooms. Additional interior samples were collected to further delineate the interior spaces to be included in the pending fund - lead TCRA. Interior isolation and

containment walls have been partially erected. Additional work inside the building awaits successful clearance sampling inside Artistic Printing.

Completion of recent extent-of-contamination investigations inside the two large rooms prompted an increase of estimates for equipment and labor hours needed to complete the necessary cleanup and clearance activities.

B. Potential Future Actions

EPA continues to take ambient and personal air samples at the Site. In addition to the potential additional and/or changes in activities listed above for the Artistic and Franklin Buildings, future activities by the TCRA include:

AMPCO Parking Lot (owned by LaQuinta Corporation)

Core samples showed trace amounts of LA at a depth of 32" to 38" below the surface of the parking lot. Additional sub-surface samples have been collected to further define the contamination, scheduling of the TCRA for cleanup of the parking lot is pending.

PacifiCorp (parent company is Utah Power and Light)

EPA and PacifiCorp continue negotiating toward an Administrative Order on Consent for the cleanup of the UP&L substation parcel. Projected mobilization date for PacifiCorp's action is July of 2004.

C. Estimated Costs

Cost Estimate: A table containing the original and proposed cost estimates for the Amendment to the Removal project ceiling is shown below:

Extramural Costs:

	<u>Current Ceiling</u>	<u>Proposed Changes</u>	<u>Proposed Ceiling</u>
<u>Regional Allowance Costs:</u>			
ERRS/State Licensed ACM Sub-contractor	\$ 664,000	\$350,000	\$1,014,000
Transportation & Disposal Costs	\$ 15,000	\$	\$ 15,000
Volpe IAG (including sampling contractor)	\$ 689,000	\$ 13,000	\$ 702,000
USCG		\$ 30,000	\$ 30,000
Contingency (20%)	<u>\$ 273,600</u>	<u>\$ 78,000</u>	<u>\$ 351,600</u>
TOTAL, EXTRAMURAL COSTS	\$1,641,600	\$471,000	\$2,112,600

Intramural Costs

EPA's Direct Intramural Costs	\$ 164,160	\$ 50,640	\$ 214,800
Regional Indirect Cost (35%)	<u>\$ 632,016</u>	<u>\$164,850</u>	<u>\$ 796,866</u>
Estimated Total EPA Costs*	\$2,437,776	\$686,490	\$3,124,266

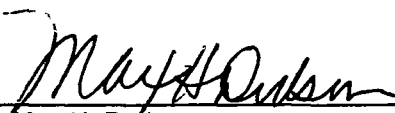
*The total EPA costs for this removal action, to be based on full-cost accounting practices, that will be eligible for cost recovery are estimated to be \$3,189,780. Direct Costs include direct extramural costs and direct intramural costs. Indirect costs are calculated based on an estimated indirect cost rate expressed as a percentage of site-specific direct costs, consistent with the full cost accounting methodology effective October 2, 2000. These estimates do not include pre-judgment interest, do not take into account other enforcement costs, including Department of Justice costs, and may be adjusted during the course of the removal action. The estimates are for illustrative purposes only and their use is not intended to create any rights for responsible parties. Neither the lack of total costs estimates nor deviation of actual costs from this estimate will affect the United States' right to cost recovery.

IV. RECOMMENDATION

This decision document represents the Amended Removal Action for the Vermiculite Intermountain Site, located at 333 West 100 South, Salt Lake City, Utah, developed in accordance with CERCLA as amended, and not inconsistent with the NCP. This decision is based on the Administrative Record for the Site.

Conditions at the Site meet the NCP criteria found at 40 C.F.R. 1 §300.415(b)(2) for a Removal Action, and I recommend your approval. The total project ceiling is estimated to be \$3,189,780 and of this, an estimated \$2,148,000 comes from the Regional removal allowance.

Approve: _____


Max H. Dodson
Assistant Regional Administrator
Office of Ecosystems Protection
and Remediation

Date: _____

5/26/04

Disapprove: _____

Max H. Dodson
Assistant Regional Administrator
Office of Ecosystems Protection
and Remediation

Date: _____

Attachments:

Attachment A - Action Memorandum dated April 7, 2004

SUPPLEMENTAL DOCUMENTS

Support/reference documents which may be helpful to the reader and/or have been cited in the report may be found in the Administrative Record File at the Superfund Records Center for Region VIII EPA, 999 18th Street, Denver, Colorado 80202.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8
999 18TH STREET - SUITE 500
DENVER, CO 80202-2466

Ref: 8EPR-ER

APR 7 2004

ACTION MEMORANDUM

SUBJECT: Request for a Time Critical Removal Action Approval at the Vermiculite Intermountain Site, Salt Lake City/County, Utah 84104

FROM: Floyd D. Nichols, On-Scene Coordinator
Emergency Response Team

A handwritten signature of Floyd D. Nichols in black ink.

FOR
FLOYD NICHOLS

THROUGH: Steve D. Hawthorn, Supervisor
Emergency Response Unit

A handwritten signature of Steve D. Hawthorn in black ink.

Douglas M. Skie, Director
Preparedness, Assessment & Emergency Response Programs

A handwritten signature of Douglas M. Skie in black ink.

TO: Max H. Dodson, Assistant Regional Administrator
Office of Ecosystems Protection & Remediation

Site ID#: 08GA

Category of Removal: Fund-Lead, Time Critical

I. PURPOSE

The purpose of this ACTION MEMORANDUM is to request and document approval of a combined initial Time-Critical Removal Action and a 12-month & \$2 million exemption from the statutory limits for the Removal Action described herein at the Vermiculite Intermountain site (Site), located in Salt Lake City, Utah.

This Removal Action addresses the need to mitigate the threats to the local population and the environment posed by a fibrous form of amphibole asbestos at the Site, including properties adjacent to the former facility. The asbestos was co-mingled with vermiculite ore shipped to the Vermiculite Intermountain facility from a mine near Libby, Montana. In Salt Lake City, the vermiculite ore was "exfoliated" (expanded in a dry furnace) to produce insulation products for the Salt Lake City commercial, wholesale, and retail markets. The exfoliation plant operated at the Site for over four decades. In addition, a variety of vermiculite products were formulated and distributed from the facility.

Conditions existing at the Site present a threat to public health or welfare or the environment and meet the criteria for initiating a Removal Action under 40 CFR, Section 300.415(b)(2) of the National Contingency Plan (NCP). Conditions at the Site meet the emergency criteria for exemption from 12-month and \$2 million statutory limits for a Removal Action.

II. SITE CONDITIONS AND BACKGROUND

The plant was one of many facilities that received vermiculite from a mine near Libby, Montana. The Libby mine produced about 80% of the world's supply of vermiculite at one time and shipped vermiculite concentrate to various locations throughout the United States. The Libby vermiculite was co-mingled with amphibole asbestos of the tremolite-actinolite-richterite-winchite solution series and, as a result, there is asbestos contamination at many of the facilities which received vermiculite concentrate from the Libby mine.

The Vermiculite Intermountain plant, which is located at or near 333 West 100 South, Salt Lake City, Utah, began operation in 1940. According to a 1984 business newspaper article, Lee Irvine was the president of Vermiculite Intermountain, a company licensed by the W. R. Grace company to manufacture insulation products. The 1984 news article also stated that the manufacturing operations were to be moved to a new Salt Lake City location at 733 West 800 South and continue in operation, dba Intermountain Products. At that new location, the plant operated until the business declared bankruptcy in 1987. Invoices obtained from W. R. Grace, which purchased the Libby mine in 1963, show that over 25,000 tons of vermiculite concentrate were shipped to the 333 West 100 South address prior to 1980. EPA has no information at this time whether this is a comprehensive total of Libby vermiculite shipped to this facility.

A. Site Description

1. Physical location

The Site is located at or near 333 West 100 South, Salt Lake City, Utah.

2. Removal Site Evaluation and Site Characteristics

The Vermiculite Intermountain facility received vermiculite concentrate from a mine near Libby, Montana, in rail cars. The ore was dumped at the Site and exfoliated in a dry furnace. The exfoliated vermiculite was subsequently distributed to the Salt Lake City-area wholesale and retail markets, with some quantities being sold as insulation material or as a constituent in various products including "Zonolite". The facility also produced other products which involved mixing the concentrate or expanded vermiculite into plaster-like compounds, such as "Monokote".

The former Vermiculite Intermountain (VI) facility (Attachment 1- Facility Area Map), including the furnace and 'smoke stack', was demolished in the 1986 and the servicing rail road bed removed. The Site is now a vacant, graveled, rectangular lot located immediately east of the Utah Power and Light (UPL) 3rd West Electrical Substation, and just south of the Salt Lake City's Delta Center (sports) complex. Portions of the VI building foundation are still visible just to the east of the substation's above-ground equipment. The Site is currently owned by the Utah Power and Light Co., a subsidiary of PacifiCorp. Reportedly, PacifiCorp is currently owned by Scottish Power, based in Glasgow, Scotland.

The Site, located generally in the middle of a downtown city block, is currently surrounded on three sides by active commercial establishments and on the 4th side by the UPL substation. Precipitation falling on the Site generally infiltrates directly into the ground, through the gravel cap. Any sheet-runoff would be directed to the west, onto the sidewalk and gutter bordering 400 West Street. Surrounding the Site are:

- The Utah Power and Light Substation parcel currently encompasses the Site. The Site is denoted by the old VI building foundation, visible just east of the substation's above-ground hardware. The electrical substation, immediately west of the Site, consists of a 8,800 square foot, 2-story cinder-block storage/switch building surrounded and overtopped by an array of above-ground and elevated transformers, capacitors, breakers, wires, etc. The substation is underlain by a grounding plane at a depth of approximately 18 inches. Power is routed to and from the substation via underground conduits. The entire UPL parcel surface is capped by crushed gravel to an approximate depth of 0-6 inches.

The storage/switch building interior consists primarily of two long rooms. The substation is visited frequently by a limited number of UPL employees as they go about their routine activities. Anecdotal information suggests that a portion of the property is occasionally used for parking by UPL personnel when they attend events at the Delta Center directly across the street.

The Utah Transit Authority has a long-term lease on the northwest corner of the substation parcel for one of its Tractor Power Substation (TPS) units which supports the Salt Lake City Light Rail system. The substation is separated, on the west, from 400 West Street by a block wall.

Vermiculite is visible on the exposed ground surface across the Site - most notably in areas within the VI building footprint. Vermiculite is also visible on the ground surface in other areas of the UPL substation when the overlying gravel cap is scraped away. Analysis of samples collected from on and around the substation parcel (discussed further below) shows presence of

varying amounts of Libby Amphibole (LA) fibers. Analysis of dust samples collected inside the storage/switch building showed very significant amounts of LA fibers.

- The Artistic Printing Company, a small custom print shop, is a few feet to the northwest of the Site and currently separated from the Site by a chain-link fence. The 18,000 sq ft, slab-on-grade building was constructed prior to 1940. The building is currently in daily use by 24 employees working two shifts, 5-days per week.

The building was constructed with block walls and a high, mostly-flat roof. A small, central roof section is pitched so as to accommodate a row of windows above the building's center line. Additional windows, providing light and ventilation, are on all sides of the building.

A company representative stated that, before the installation of evaporative coolers, routine practice was for the building occupants to open all the available windows in the summertime for ventilation and cooling. The representative also provided anecdotal information about periodic fumigation of the building by emissions from the Site smokestack, resulting in deposition of stack particulate matter on the roof and other outside horizontal surfaces and, through the open windows, onto interior horizontal surfaces.

The building interior is subdivided into several large and small work and/or storage rooms. Typically, the large printing and binding units are situated in the middle of the larger rooms, with the ancillary equipment surrounding the units or in adjacent rooms, and the in/out inventory and other supplies kept in areas further removed from the units. The building also encloses an office area (with a low, false ceiling) and an open employee break area near the southeast corner.

Analysis of dust samples collected inside the Artistic Printing facility in 2003 showed significant amounts of LA fibers.

- The LaQuinta Parcel, including the AMPCO (leased) Parking Lot and the Frank Edwards Building, immediately borders the Site on the north and northeast sides and is separated from the Site by a chain link fence. The parking lot, consisting of an asphalt cap on 20 - 36 inches of fill material, is used daily, primarily by individuals visiting or working in downtown Salt Lake City or the (across-the-street) Delta Center. The Frank Edwards Building, a one-story 23,000 square feet structure, is on the northeast corner of the block, approximately 300 feet northeast of and across the parking lot from the Site. Reportedly, the building was last occupied by crew(s) supporting the 2002 Winter Olympics. The building is currently unoccupied, and the building and lot are being marketed by the owner.

Subsurface soil samples were collected below the parking lot surface in late summer 2003, along a line parallel to the Site's eastern fence, offset from the fence by approximately 20 feet. Analysis of those samples showed trace amounts of LA fibers at a depth of 20 - 30 inches below grade at the assumed original ground surface/fill material interface.

Analysis of dust samples collected inside the Frank Edwards Building in December 2003 showed a moderate amount of LA fibers in an office area. Due to a data transcription error, more samples may be performed in the near future.

- The Utah Paper Box Company immediately borders the Site on the south, and is separated from the Site by a chain link fence sitting atop a low retaining wall. Portions of the 57,000 sq. ft., slab-on-grade, elongated building were constructed before 1940. The building is currently in daily use by 60 employees working multi-shifts, 7-days per week.

The building interior is subdivided into several large and small work and/or storage rooms. Typically, the large printing and box-assembly units are situated near the middle of the larger rooms, with the ancillary equipment surrounding the units or in adjacent rooms, and the in/out inventory and other supplies kept in areas further removed from the printing and assembly units. The building also encompasses numerous corporate and business offices as well as planning, drafting, and other, related work stations. Most of the interior office spaces have false ceilings and are individually walled-off from the large work rooms. Currently, there are no windows on the building's north face, the wall facing the Site.

A Company representative offered anecdotal information concerning prior litigation between Utah Paper Box and Vermiculite Intermountain because of repeated VI fumigation of UPB.

Analysis of dust samples collected in various areas inside the Utah Paper Box facility in 2003 failed to detect any LA fibers. Analysis of those samples did show, however, presence of minor amounts of chrysolite.

EPA has conducted several sampling events at the Site and inside the buildings surrounding the Site. Analysis of the samples collected shows the presence of LA fibers in significant concentrations in on- and off-facility soils and in dust collected from within work spaces in businesses adjacent to the Site.

3. Release or threatened release into the environment of a hazardous substance, or pollutant or contaminant

Amphibole asbestos is of concern because chronic inhalation of excessive levels of fibers suspended in breathing air can result in lung diseases such as asbestosis,

mesothelioma, and cancer. Subacute exposures to elevated levels for even a few days have been shown to cause mesothelioma.

Amphibole asbestos is a hazardous substance as defined by 40 CFR Section 302.4 (the National Contingency Plan (NCP)). The solid-solution series of tremolite-actinolite-richterite-winchite (referred to in this document as amphibole asbestos) was present in the vermiculite ore shipped from the Libby Mine. Sampling events at the Site have confirmed the presence of amphibole asbestos in concentrate residues, soils, and dust at concentrations of concern. Accordingly, this concentration represents an unacceptable current and on-going future risk to workers at and visitors to the Site and to the general population occupying nearby businesses and/or downtown venues.

Visible vermiculite is present on the ground surface at the Site, and has been identified through scientific analysis at varying depths in Site soils and at various surface and subsurface horizons on adjacent parcels. LA fibers have also been found at varying concentrations inside buildings on adjacent properties. From any of these contaminant sources, LA fibers are likely to become airborne when disturbed by such activities as wind gusts, surface erosion, foot traffic, automobile traffic, and routine business-related and/or maintenance activities. A tornado struck the Site directly about a decade ago. In soil-raking scenarios demonstrated at the VI-successor site, asbestos fibers became airborne into the breathing zone when lightly disturbed: the chain link fence surrounding this Site is not sufficient to prevent offsite dispersion of any suspended fibers. Significant concentrations of LA-contaminated dust are present inside the buildings adjacent to the Site. Renovation to and/or routine maintenance activities conducted in those buildings could result in unacceptable exposures to building workers or visitors during such activities and could also result in a release of LA fibers outside the buildings and into the environment. Accordingly, there is the potential for direct exposure of people to the LA inside those adjacent businesses, as well as a secondary exposure risk to other people, if fibers are tracked out of the buildings and subsequently become airborne.

The Libby NPL Site Administrative Record contains many academic papers discussing the hazards associated with asbestos in general, and Libby-amphibole asbestos in particular. The documents in the Libby NPL Site Administrative Record are incorporated herein by reference.

4. NPL status

This Site is not being considered for inclusion on the National Priorities List (NPL).

B. Other Actions to Date

1. Previous actions

There have been no previous CERCLA Removal Actions at this Site. Reportedly, UPL performed limited asbestos abatement on a portion of the Site in 2003.

Results from the EPA 2003 sampling activities showed residual amounts of Libby LA on the Site surface subsequent to the UPL abatement activity.

2. Current actions

There are no other pending Federal or State actions at this Site.

C. State and Local Authorities' Roles

EPA has repeatedly briefed representatives of the Utah Department of Environmental Quality (UDEQ) and other local agencies about the investigation and the sampling events and has consulted with them about the investigation findings and analytical results received to date. In addition, UDEQ representatives have participated in numerous planning meetings and have worked closely with EPA in developing associated Site work, ARARs, and community outreach plans. Neither the State nor local agencies have the resources necessary to independently conduct the needed Site investigations or clean-up.

III. THREATS TO PUBLIC HEALTH OR WELFARE OR THE ENVIRONMENT, AND STATUTORY AND REGULATORY AUTHORITIES

A. Threats to Public Health or Welfare

The adverse health effects from exposure to Libby amphibole asbestos have been documented among W.R. Grace workers in Libby, those who have received secondary exposures in Libby (i.e., non-occupational), and others around the country. With respect to the secondary exposures in Libby, the Agency for Toxic Substances and Disease Registry (ATSDR) conducted medical screening of several thousand citizens in Libby and documented the occurrence of significant lung abnormalities among family members of former Grace employees. The ATSDR screening also found significant rates of lung abnormalities among people with "recreational" contact with various vermiculite materials that contain amphibole asbestos. Outside of Libby, there is evidence that Grace workers suffered high rates of asbestos-related disease at various Grace processing plants across the country.

A memorandum from Dr. Aubrey Miller, Senior Region 8 Medical Officer and Toxicologist, regarding the Libby vermiculite and amphibole asbestos, is attached to this Action Memorandum (Attachment 2). Generally, Dr. Miller concludes that the amphibole asbestos found in Libby vermiculite can yield significant amounts of respirable amphibole asbestos fibers. He further concludes that exposure to these fibers has been shown to have pronounced adverse medical consequences, and can present an unacceptable risk to those who may be exposed to LA in even minute quantities.

This information along with the host of other information found in the Libby NPL Site Administrative Record has led the EPA to make the following general conclusions: (1) whenever materials associated with Libby vermiculite can be found there will most likely be associated with it high concentrations of amphibole asbestos; (2) the amphibole asbestos found in the Libby vermiculite is highly toxic; (3) the amphibole asbestos associated with the Libby vermiculite readily produces respirable fibers when disturbed; and, (4) any time when there exists a condition such that there will be people in or around the amphibole asbestos there is a high probability for exposure, and this probability presents an unacceptable risk to public health.

The threat of exposure to workers and visitors to the Vermiculite Intermountain Site, nearby residents, and employees at local businesses exists through the potential inhalation of LA fibers. Therefore, conditions at the Site present an imminent and substantial endangerment to human health and the environment and meet the criteria for initiating a Removal Action under Section 300.415(b)(2) of the NCP. All of the factors from §300.415(b)(2) of the NCP have been considered and the following form the basis for EPA's determination of the threat presented, and the appropriate action to be taken:

- (i) Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances; The presence of amphibole asbestos found at and around the Site in the soil and dust are a threat to human health. In addition, any disturbance of the ground surface or dust patina can cause LA fibers to become airborne at unacceptable concentrations. Persons routinely occupy or visit potentially contaminated areas for personal or occupational uses. Also, maintenance activities in areas with high concentrations of LA fibers could result in a release to the breathing zone of unacceptable concentrations of amphibole asbestos.

Investigations focused on the Libby vermiculite have shown that exposures to the Libby amphibole may result in asbestos-related diseases and death. Studies by NIOSH researchers at other expansion (exfoliation) plants and at the Libby mine, as well as those sponsored by W. R. Grace, clearly show the deleterious health effects to people who were exposed to the LA fibers. In addition, the Public Health Service and ATSDR are conducting an epidemiological evaluation of certain facilities that processed Libby vermiculite ore, both in Libby and around the country. So far, they have discovered documented medical cases where the primary source of exposure to the LA fibers appears to be in non-occupational settings.

As a result of EPA investigations in Libby, it has now become apparent that direct contact with the Libby ore tends to generate significant airborne fiber concentrations. For example, EPA saw evidence that aggressive sampling of bulk materials, conducted in two Libby homes in December 1999, generated excessive amounts of airborne fibers. Also, given the number of cases of asbestos-related disease and death associated with handling ore from the Libby mine, it is reasonable to conclude that any human exposure to the Libby amphibole asbestos may be an imminent and substantial endangerment to public health and welfare.

- (iv) High levels of hazardous substances in soils largely at or near the surface that may migrate; Contaminated vermiculite is visible on the ground surface at the Site. Through laboratory analysis, Libby amphibole asbestos has been identified in Site surface and near-surface soils, and in dust accumulations inside buildings immediately adjacent to the site. These asbestos fibers can become entrained in the air, possibly resulting in inhalation exposures. In addition, contaminated soils or dust can be released from the Site by automobile or foot traffic, on equipment moved from or around inside businesses located adjacent to the Site, through sheet runoff, or via high winds. In particular, Utah central valley winds, particularly in dry summer months, can lead to the release of fine asbestos fibers from the Site.

Currently EPA has not established under any of its regulatory programs an asbestos level in soil below which an exposure does not pose a risk. The 1% cut-off level for regulation under the Toxic Substances Control Act abatement program was established on the basis of analytical capability at the time, and was not established based on the level of risk represented. To the contrary, at Superfund sites in California, EPA Region 9 found in certain settings that concentrations of asbestos less than 1% posed unacceptable inhalation risks when subjected to disturbance by traffic. EPA's "dust-raising" scenarios at the Vermiculite Intermountain sister site in Salt Lake City demonstrated that airborne fibers easily exceeded the OSHA limits even though bulk samples of soil and vermiculite on the ground surface were well-below the 1% TSCA threshold.

- (vii) The (lack of) availability of other appropriate federal or state mechanisms to respond to the release; No other Local, State, or Federal agency is in the position or has the resources to independently implement an effective response action to address the on-going threats presented at this Site.

B. Threats to the Environment

To date, the Site investigation has not considered if the asbestos contamination is a threat to animals, water, and other parts of the environment. Asbestos is primarily a human health threat via an inhalation exposure pathway.

IV. ENDANGERMENT DETERMINATION

Asbestos is a generic term for a group of six naturally-occurring fibrous silicate minerals. The predominant fibrous habit of minerals found at the Site are of the tremolite-actinolite solid solution series (referred to in this Action Memorandum as amphibole asbestos). Asbestos can cause asbestosis and is a recognized human carcinogen, causing lung cancer and mesothelioma, a lethal neoplasm of the lining of the chest and abdominal cavities. Cancer of the larynx and esophageal lining has also been associated with exposure to asbestos. Commercial forms of asbestos have been found to be carcinogenic in experimental animals.

There are documented asbestos-related illnesses and deaths in Libby and near those exfoliation facilities around the country which processed Libby vermiculite ore. A number of the Libby victims did not work at any of the vermiculite processing areas, but received their exposures in other, non-work-related ways i. e., workers at the Libby vermiculite plants wore their dusty clothes home, thereby exposing family members. Also, Libby residents reported playing in piles of vermiculite ore and/or exfoliation products as children. The Vermiculite Intermountain facility in Salt Lake City received and processed Libby vermiculite ore for over four decades, and EPA's sampling shows the lingering presence of substantial amounts of Libby amphibole asbestos at and adjacent to the Site.

Actual or threatened releases of asbestos from this Site, as well as current, ongoing human exposure to contaminated dust by people who may come into contact with the material in their normal workplace, if not addressed by implementing the response action selected in this Action Memorandum, present an imminent and substantial endangerment to public health, welfare, and the environment.

V. EXEMPTION FROM STATUTORY LIMITS

A. Emergency Exemption:

Site conditions meet the criteria set forth in CERCLA §104(c)(1)(A) [40 CFR 300.415 (b)(5)(i) of the NCP].

1. There is an immediate threat to the local population posed by the amphibole asbestos released to the environment. Visible vermiculite is present on the ground surface at the Site, and has been identified through scientific analysis at varying depths in Site soils and at various surface and subsurface horizons on adjacent parcels. LA fibers have also been found at varying concentrations inside buildings on adjacent properties. From any of these contaminant sources, LA fibers are likely to become airborne when disturbed by such activities as wind gusts, surface erosion, foot traffic, automobile traffic, and routine business-related and/or maintenance activities. Renovation to and/or routine maintenance activities conducted in the buildings could result in unacceptable exposures to building workers or visitors during such activities and could also result in a release of LA fibers outside the buildings and into the environment. Accordingly, there is the potential for direct exposure of people to the LA inside the adjacent businesses, as well as a secondary exposure risk to other people, if fibers are tracked out of the buildings and subsequently become airborne.

2. Continued response actions are required to prevent, limit, or mitigate an emergency. If the request for a 12-month and \$2 million statutory exemption is not granted, the Removal Action will not be able to proceed to completion. Total costs of the Removal Action are anticipated to exceed \$2 million due to the size of the properties and the extensive amount of soil contamination; and the large amount of excavation and monitoring of landscape restoration may cause the Removal to extend past 12 months.

3. Assistance from other government agencies is not anticipated on a timely basis for these Removal Actions. Neither the State nor the County has the response capabilities or resources to take any actions independently at the Site. No other mitigation actions are expected to occur to abate the threats described in this action memorandum. Consequently, the timely completion of this Removal Action can only be accomplished if this combined Time-Critical Removal Action and 12-month & \$2 million exemption request is approved.

VI. PROPOSED ACTIONS AND ESTIMATED COSTS

A. Proposed Actions

1. Proposed action description

To mitigate the threat to the public health and welfare or the environment posed by the asbestos present at the Site, this Removal will involve the following:

- a. Excavation and/or removal of approximately 3,900 cubic yards of LA-contaminated soils, dust, and miscellaneous debris from the Site and the surrounding properties, including the storage/switch building, the electrical substation parcel, the Artistic Printing Company facility, and the Frank Edwards Building.
- b. Removal action for the LaQuinta Parking Lot: The LaQuinta-leased parking lot between the Frank Edwards Building and the 3rd West Electrical Substation covers approximately 100,000 square feet. As part of this action, additional investigation to characterize probable contamination under the AMPCO parking lot (owned by La Quinta Inns) will be performed. Any contamination found to be a concern will be addressed in a revised action memo; therefore, the cost estimate contained in this memorandum covers only the actions prescribed herein. Currently, direct human contact with an unknown quantity of LA residues on the lot is prevented by the existing asphalt cap and the intervening soil layer. Direct human contact with the LA is prevented as long as the integrity of this cap/soil overburden layer remains intact. However, if this cap/soil overburden layer is disturbed to the extent that LA becomes exposed on the surface, direct human exposure to LA becomes likely. Accordingly, controls (i.e., Institutional Controls, deed restrictions, zoning restrictions, etc.) should be placed such that continuing integrity of the cap/soil overburden layer can be assured. If the current lot owner, or any future owner, contemplates development of this lot (i.e., excavation for new construction), LA removal and disposal, followed by aggressive site clearance, shall be accomplished concurrent with the new site redevelopment actions.

As there are no current known plans for lot excavation, redevelopment, etc., EPA's current Removal Action for this Site does not include cleanup actions on this parking lot. However, if or when such plans become known, EPA will prioritize and schedule the appropriate action(s) to address any remaining LA contamination under the parking lot.

- d. Except as noted in §(V)(A)(1)(b) [above] comprehensive clearance sampling, followed by disposal of the dust and miscellaneous debris removed from the Site and from buildings immediately adjacent to the Site.
- e. Decontamination, transportation, and/or disposal of related waste material.
- f. Property restoration, including placement of backfill, topsoil, and compaction.

2. Contribution to remedial performance

This Removal Action will be a final cleanup. No additional action will be required unless new contaminated areas are discovered in the future. All contaminated areas will be excavated as a cost-effective and efficient means to avoid any future investigations or re-mobilizing for cleanup.

3. Description of alternative technologies

No alternative technologies were found to be appropriate given the nature of the asbestos contamination, the physical location and scope of the project, and its time critical nature. If in the course of this or any subsequent removal actions at the Site, any alternative remediation technologies are identified that will enhance response actions, they will be considered, as appropriate.

4. EE/CA

This is a Time-Critical Removal Action; thus, an EE/CA is not required.

5. Applicable or relevant and appropriate requirements

As this Action is being conducted as a Time Critical Removal Action, all Federal and State ARARs may not have been identified at this time. The ARARs identified to date are provided as Attachment 3. In accordance with the NCP, all ARARs for the Site will be attained to the extent practicable, given the scope of the project and the urgency of the situation as they are identified.

Many of the ARARS identified for these Removal Actions come from the Clean Air Act National Emission Standards for Hazardous Pollutants (NESHAPS) for asbestos. These regulations were designed specifically for renovation and

demolition of buildings with asbestos containing material (ACM) such as floor tile, ceiling tile and pipe wrapping. The regulations were not designed for loose fill vermiculite insulation, piles of unexpanded vermiculite, contaminated soils or heavily contaminated dust. As such, it is anticipated that it may not be practicable to achieve all ARARS during this Removal Action because the regulations contemplate removing all asbestos prior to renovation or other activities.

6. Project Schedule

It is anticipated that the Removal Action will commence in early Spring 2004 and monitoring of landscape restoration can be completed by Summer of 2005.

B. Estimated Costs

EXTRAMURAL COSTS:

ERRS Personnel & Equipment	\$ 664,000
Transportation & Disposal	15,000
Volpe IAG (including Sampling Contractor)	689,000
20% Contingency	<u>273,600</u>

TOTAL EXTRAMURAL COSTS \$1,641,600

INTRAMURAL COSTS:

Intramural Direct Costs (10%) \$ 164,160

TOTAL EXTRAMURAL + INTRAMURAL \$1,805,760

Indirect Costs (35%) \$ 632,016

TOTAL ESTIMATED EPA COSTS FOR REMOVAL ACTION \$2,437,776

The total EPA costs for this removal action, to be based on full-cost accounting practices, that will be eligible for cost recovery are estimated to be \$2,437,776. Direct Costs include direct extramural costs and direct intramural costs. Indirect costs are calculated based on an estimated indirect cost rate expressed as a percentage of site-specific direct costs, consistent with the full cost accounting methodology effective October 2, 2000. These estimates do not include pre-judgment interest, do not take into account other enforcement costs, including Department of Justice costs, and may be adjusted during the course of the removal action. The estimates are for illustrative purposes only and their use is not intended to create any rights for responsible parties. Neither the lack of total costs estimates nor deviation of actual costs from this estimate will affect the United States' right to cost recovery.

VII. EXPECTED CHANGE IN THE SITUATION SHOULD ACTION BE DELAYED OR NOT TAKEN

Delayed action will increase public health risks to the local population/environment posed by airborne asbestos fibers.

VIII. OUTSTANDING POLICY ISSUES

The Removal Action described in this Action Memorandum does not raise any fundamental response issues, nor does it set any broader policy precedent or constitute a nationally significant issue relating to vermiculite insulation. Asbestos removals have been completed in Region 8, and around the country at numerous removal sites which were initiated under Section 300.415 of the NCP and in compliance with NESHAPS regulation under 40 CFR Section 61.150. This removal does not set a precedent or constitute a nationally significant issue.

IX. ENFORCEMENT

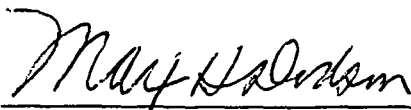
A separate addendum will provide a confidential summary of current and potential future enforcement actions.

X. RECOMMENDATION

This decision document represents the selected Removal Action for the Vermiculite Intermountain site, Salt Lake City, Utah, developed in accordance with CERCLA as amended, and not inconsistent with the NCP. This decision is based on the Administrative Record for the Site.

Conditions at the Site meet the NCP Section 300.415(b)(2) criteria for a Removal, and I recommend your approval of the proposed removal action. The total project ceiling will be \$2,437,776. Of this, an estimated \$1,805,760 comes from the Regional removal allowance.

Approve: _____



Max H. Dodson
Assistant Regional Administrator
Office of Ecosystems Protection
and Remediation

Date: _____



Disapprove: _____

Date: _____

Max H. Dodson
Assistant Regional Administrator
Office of Ecosystems Protection
and Remediation

Attachments:

- Attachment 1 - Facility Area Map
- Attachment 2 - Toxicologist Memorandum
- Attachment 3 - Applicable or Relevant & Appropriate Requirements

SUPPLEMENTAL DOCUMENTS

Support/reference documents which may be helpful to the reader and/or have been cited in the report may be found in the Administrative Record Files for the Vermiculite Intermountain site at the Superfund Records Center for Region VIII EPA, 999 18th Street, Denver, Colorado 80202.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8
999 18TH STREET - SUITE 300
DENVER, CO 80202-2466
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<http://www.epa.gov/region08>

SDMS Document ID



1005239

ADMINISTRATIVE
RECORD

Ref: EPR-ER

ACTION MEMORANDUM AMENDMENT

SUBJECT: Request for an Amendment to a Time Critical Removal Action at the Vermiculite Intermountain Site, Salt Lake City/County, Utah.

FROM: Floyd Nichols, On-Scene Coordinator
Emergency Response Team

**PUBLIC
DOCUMENT**

THROUGH: Steve D. Hawthorn, Team Supervisor
Emergency Response Unit

Douglas M. Skie, Director
Preparedness, Assessment & Emergency Response Programs

TO: Max H. Dodson, Assistant Regional Administrator
Office of Ecosystems Protection & Remediation

Site ID#: 08GA

Category of Removal: Time Critical, Fund-Lead

I. PURPOSE

The purpose of this ACTION MEMORANDUM AMENDMENT is to request an increase in the ceiling for the Removal Action at the Vermiculite Intermountain site (Site) located in Salt Lake City/County, Utah. The original Action Memorandum was signed on April 7, 2004, and included a 12-month & \$2 million exemption from the statutory limits (See Attachment A).

In the process of finding and removing the Libby Amphibole (asbestos) contamination at the Site, the U.S. Environmental Protection Agency (EPA) Region VIII faces several problems, the solution to which will prompt an increase in the total Removal costs:

- ▶ The Frank Edwards Building has more asbestos contamination within the building than was originally identified. Removal of this added amount of asbestos will result in additional costs for labor, equipment, and transportation/disposal.
- ▶ Completing the asbestos abatement within the Artistic Printing Company and the detailed cleaning of the large, multi-colored presses & ancillary equipment, ~~within the economic window which the Company has set aside for this activity~~, has prompted a significant increase in the estimate of labor hours required and a change in equipment that is being used to support the abatement.

3 EPA-S/L
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Printed on Recycled Paper

II. SITE CONDITIONS AND BACKGROUND

The Site is located near 333 West 100 South, Salt Lake City, Utah. EPA has conducted several sampling events at or around the Site and inside the buildings surrounding the Site. Analysis of the samples showed the presence of Libby Amphibole (LA) asbestos fibers in significant concentrations in on- and off-Site soils and in dust collected from within various building interior work spaces and on equipment units inside buildings that are adjacent to the Site. Original work projections for the Site included excavation and/or removal of approximately 3,900 cubic yards of LA-contaminated dust, soils, and miscellaneous debris from the Site and surrounding properties, including the storage/switch building, the electrical substation parcel, the Artistic Printing Company Facility, the Frank Edwards Building, and ~~Ampco (LaQuinta)~~ Parking lot (See Attachment 1 - Action Memorandum dated April 7, 2004 for additional information).

III. PROPOSED ACTIONS AND ESTIMATED COSTS

A. Removal Actions

On April 14, 2004, EPA initiated the proposed actions listed in Attachment 1. Activities requiring the additional funds requested in this amendment are summarized below:

Artistic Printing

Ambient air samples, personal air samples, and dust samples were collected throughout the facility, with LA being detected in all dust and one ambient air sample. ~~Following detailed discussions about activity timing and sequencing, the facility owner was able to identify an 'economic window of opportunity' for this Time Critical Removal Action (TCRA).~~ As EPA mobilized to the site, Artistic Printing continued daily operations, 5-days-per-week. EPA crews entered the facility at the end of the Company's workday - and accomplished various containment, abatement, and clearance activities throughout the night. On Thursday, May 20, the business shut down and the TCRA continued on a 24-hour-per-day basis thereafter. At that time approximately 35% of the building interior had been cleared of LA residue.

To enhance the efficiency of cleanup inside Artistic Printing, Emergency and Rapid Response (ERRS) mobilized specialized vacuum equipment from Libby, Montana. (Current plans call for subsequent use of this equipment during abatement activities inside the Frank Edwards Building, as well as at a "follow-on fund-lead TCRA" at another "Libby Sister" site which is only a few blocks away.) In addition, sufficient cleaning of the large, intricate equipment utilized by Artistic Printing, ~~within the 'economic window' established by the Company,~~ is requiring substantially more labor hours than originally anticipated.

*speed out
First time*

Frank Edwards Building (owned by La Quinta Corporation)

Dust samples collected inside the vacant building showed LA contamination in two of the three cavernous rooms. Additional interior samples were collected to further delineate the interior spaces to be included in the pending fund - lead TCRA. Interior isolation and containment walls have been partially erected. Additional work inside the building awaits successful clearance sampling inside Artistic Printing.

Completion of recent extent-of-contamination investigations inside the two large rooms prompted an increase of estimates for equipment and labor hours needed to complete the necessary cleanup and clearance activities.

B. Potential Future Actions

EPA continues to take ambient and personal air samples at the Site. In addition to the potential additional and/or changes in activities listed above for the Artistic and Franklin Buildings, future activities by the TCRA include:

AMPCO Parking Lot (owned by LaQuinta Corporation)

Core samples showed trace amounts of LA at a depth of 32" to 38" below the surface of the parking lot. Additional sub-surface samples have been collected to further define the contamination, scheduling of the TCRA for cleanup of the parking lot is pending.

PacifiCorp (parent company is Utah Power and Light)

EPA and PacifiCorp continue negotiating toward an Administrative Order on Consent for the cleanup of the UP&L substation parcel. Projected mobilization date for PacifiCorp's action is July of 2004.

C. Estimated Costs

Cost Estimate: A table containing the original and proposed cost estimates for the Amendment to the Removal project ceiling is shown below:

Extramural Costs:

	<u>Current Ceiling</u>	<u>Proposed Changes</u>	<u>Proposed Ceiling</u>
<u>Regional Allowance Costs:</u>			
ERRS/State Licensed ACM Sub-contractor	\$ 664,000	\$350,000	\$1,014,000
Transportation & Disposal Costs	\$ 15,000	\$	\$ 15,000
Volpe IAG (including sampling contractor)	\$ 689,000	\$ 13,000	\$ 702,000
USCG		\$ 30,000	\$ 30,000
Contingency (20%)	<u>\$ 273,600</u>	<u>\$ 78,000</u>	<u>\$ 351,600</u>
TOTAL, EXTRAMURAL COSTS	\$1,641,600	\$471,000	\$2,112,600
<u>Intramural Costs</u>			
EPA's Direct Intramural Costs	\$ 164,160	\$ 50,640	\$ 214,800
Regional Indirect Cost (35%)	<u>\$ 632,016</u>	<u>\$164,850</u>	<u>\$ 796,866</u>
Estimated Total EPA Costs*	\$2,437,776	\$686,490	\$3,124,266

*The total EPA costs for this removal action, to be based on full-cost accounting practices, that will be eligible for cost recovery are estimated to be \$3,189,780. Direct Costs include direct extramural costs and direct intramural costs. Indirect costs are calculated based on an estimated indirect cost rate expressed as a percentage of site-specific direct costs, consistent with the full cost accounting methodology effective October 2, 2000. These estimates do not include pre-judgment interest, do not take into account other enforcement costs, including Department of Justice costs, and may be adjusted during the course of the removal action. The estimates are for illustrative purposes only and their use is not intended to create any rights for responsible parties. Neither the lack of total costs estimates nor deviation of actual costs from this estimate will affect the United States' right to cost recovery.

IV. RECOMMENDATION

This decision document represents the Amended Removal Action for the Vermiculite Intermountain Site, located at 333 West 100 South, Salt Lake City, Utah, developed in accordance with CERCLA as amended, and not inconsistent with the NCP. This decision is based on the Administrative Record for the Site.

Conditions at the Site meet the NCP criteria found at 40 C.F.R. 1 §300.415(b)(2) for a Removal Action, and I recommend your approval. The total project ceiling is estimated to be \$3,189,780 and of this, an estimated \$2,148,000 comes from the Regional removal allowance.

Approve: _____ Date: _____
Max H. Dodson
Assistant Regional Administrator
Office of Ecosystems Protection
and Remediation

Disapprove: _____ Date: _____
Max H. Dodson
Assistant Regional Administrator
Office of Ecosystems Protection
and Remediation

Attachments:

Attachment A - Action Memorandum dated April 7, 2004

SUPPLEMENTAL DOCUMENTS

Support/reference documents which may be helpful to the reader and/or have been cited in the report may be found in the Administrative Record File at the Superfund Records Center for Region VIII EPA, 999 18th Street, Denver, Colorado 80202.

Vermiculite Intermountain

Action Memo Amendment

(Budget Increase)

ROUTING AND TRANSMITTAL SLIP

Date

5/24/04

Name, office symbol, room number,
Building, Agency/Post)

Initials

Date

~~Ed Nichols~~

~~EPR-ER~~

~~5/24/04~~

~~Att Cohn~~

~~ENF-L~~

~~9/25/04~~

~~Dee Land~~

~~Perch~~

~~ENF-T~~

~~5/26~~

~~Eve Hawthorn~~

~~EPR-ER~~

~~9/26~~

~~Floyd (Final Change & Routing)~~

	File	Note and Return
Approval	<input checked="" type="checkbox"/> For Clearance	Per Conversation
Requested	<input type="checkbox"/> For Correction	Prepare Reply
Late	<input type="checkbox"/> For Your Information	See Me
Investment	<input type="checkbox"/> Investigate	Signature
Justification	<input type="checkbox"/> Justify	

CS

~~Doug Skie EPR-ER~~

~~Max Dodson EPR~~

Floyd/Marty (Distribution)

Use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

(Name, org. symbol, Agency/Post)

Room No.—Bldg.

Floyd Nichols EPR-ER

Phone No.
6983



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8

999 18TH STREET - SUITE 500
DENVER, CO 80202-2466

SDMS Document ID



1005237

Ref: 8EPR-ER

APR -7 2004

ADMINISTRATIVE
RECORD

ACTION MEMORANDUM

SUBJECT: Request for a Time Critical Removal Action Approval at the Vermiculite Intermountain Site, Salt Lake City/County, Utah 84104

FROM: Floyd D. Nichols, On-Scene Coordinator
Emergency Response Team

Floyd Nichols

FOR
FLOYD NICHOLS

THROUGH: Steve D. Hawthorn, Supervisor
Emergency Response Unit

Steve D. Hawthorn

**PUBLIC
DOCUMENT**

Douglas M. Skie, Director
Preparedness, Assessment & Emergency Response Programs

Douglas M. Skie

TO: Max H. Dodson, Assistant Regional Administrator
Office of Ecosystems Protection & Remediation

Site ID#: 08GA

Category of Removal: Fund-Lead, Time Critical

I. PURPOSE

The purpose of this ACTION MEMORANDUM is to request and document approval of a combined initial Time-Critical Removal Action and a 12-month & \$2 million exemption from the statutory limits for the Removal Action described herein at the Vermiculite Intermountain site (Site), located in Salt Lake City, Utah.

This Removal Action addresses the need to mitigate the threats to the local population and the environment posed by a fibrous form of amphibole asbestos at the Site, including properties adjacent to the former facility. The asbestos was co-mingled with vermiculite ore shipped to the Vermiculite Intermountain facility from a mine near Libby, Montana. In Salt Lake City, the vermiculite ore was "exfoliated" (expanded in a dry furnace) to produce insulation products for the Salt Lake City commercial, wholesale, and retail markets. The exfoliation plant operated at the Site for over four decades. In addition, a variety of vermiculite products were formulated and distributed from the facility.

Conditions existing at the Site present a threat to public health or welfare or the environment and meet the criteria for initiating a Removal Action under 40 CFR, Section 300.415(b)(2) of the National Contingency Plan (NCP). Conditions at the Site meet the emergency criteria for exemption from 12-month and \$2 million statutory limits for a Removal Action.

II. SITE CONDITIONS AND BACKGROUND

The plant was one of many facilities that received vermiculite from a mine near Libby, Montana. The Libby mine produced about 80% of the world's supply of vermiculite at one time and shipped vermiculite concentrate to various locations throughout the United States. The Libby vermiculite was co-mingled with amphibole asbestos of the tremolite-actinolite-richterite-winchite solution series and, as a result, there is asbestos contamination at many of the facilities which received vermiculite concentrate from the Libby mine.

The Vermiculite Intermountain plant, which is located at or near 333 West 100 South, Salt Lake City, Utah, began operation in 1940. According to a 1984 business newspaper article, Lee Irvine was the president of Vermiculite Intermountain, a company licensed by the W. R. Grace company to manufacture insulation products. The 1984 news article also stated that the manufacturing operations were to be moved to a new Salt Lake City location at 733 West 800 South and continue in operation, dba Intermountain Products. At that new location, the plant operated until the business declared bankruptcy in 1987. Invoices obtained from W. R. Grace, which purchased the Libby mine in 1963, show that over 25,000 tons of vermiculite concentrate were shipped to the 333 West 100 South address prior to 1980. EPA has no information at this time whether this is a comprehensive total of Libby vermiculite shipped to this facility.

A. Site Description

1. Physical location

The Site is located at or near 333 West 100 South, Salt Lake City, Utah.

2. Removal Site Evaluation and Site Characteristics

The Vermiculite Intermountain facility received vermiculite concentrate from a mine near Libby, Montana, in rail cars. The ore was dumped at the Site and exfoliated in a dry furnace. The exfoliated vermiculite was subsequently distributed to the Salt Lake City-area wholesale and retail markets, with some quantities being sold as insulation material or as a constituent in various products including "Zonolite". The facility also produced other products which involved mixing the concentrate or expanded vermiculite into plaster-like compounds, such as "Monokote".

The former Vermiculite Intermountain (VI) facility (Attachment 1- Facility Area Map), including the furnace and 'smoke stack', was demolished in the 1986 and the servicing rail road bed removed. The Site is now a vacant, graveled, rectangular lot located immediately east of the Utah Power and Light (UPL) 3rd West Electrical Substation, and just south of the Salt Lake City's Delta Center (sports) complex. Portions of the VI building foundation are still visible just to the east of the substation's above-ground equipment. The Site is currently owned by the Utah Power and Light Co., a subsidiary of PacifiCorp. Reportedly, PacifiCorp is currently owned by Scottish Power, based in Glasgow, Scotland.

The Site, located generally in the middle of a downtown city block, is currently surrounded on three sides by active commercial establishments and on the 4th side by the UPL substation. Precipitation falling on the Site generally infiltrates directly into the ground, through the gravel cap. Any sheet-runoff would be directed to the west, onto the sidewalk and gutter bordering 400 West Street. Surrounding the Site are:

- The Utah Power and Light Substation parcel currently encompasses the Site. The Site is denoted by the old VI building foundation, visible just east of the substation's above-ground hardware. The electrical substation, immediately west of the Site, consists of a 8,800 square foot, 2-story cinder-block storage/switch building surrounded and overtopped by an array of above-ground and elevated transformers, capacitors, breakers, wires, etc. The substation is underlain by a grounding plane at a depth of approximately 18 inches. Power is routed to and from the substation via underground conduits. The entire UPL parcel surface is capped by crushed gravel to an approximate depth of 0-6 inches.

The storage/switch building interior consists primarily of two long rooms. The substation is visited frequently by a limited number of UPL employees as they go about their routine activities. Anecdotal information suggests that a portion of the property is occasionally used for parking by UPL personnel when they attend events at the Delta Center directly across the street.

The Utah Transit Authority has a long-term lease on the northwest corner of the substation parcel for one of its Tractor Power Substation (TPS) units which supports the Salt Lake City Light Rail system. The substation is separated, on the west, from 400 West Street by a block wall.

Vermiculite is visible on the exposed ground surface across the Site - most notably in areas within the VI building footprint. Vermiculite is also visible on the ground surface in other areas of the UPL substation when the overlying gravel cap is scraped away. Analysis of samples collected from on and around the substation parcel (discussed further below) shows presence of

varying amounts of Libby Amphibole (LA) fibers. Analysis of dust samples collected inside the storage/switch building showed very significant amounts of LA fibers.

- The Artistic Printing Company, a small custom print shop, is a few feet to the northwest of the Site and currently separated from the Site by a chain-link fence. The 18,000 sq ft, slab-on-grade building was constructed prior to 1940. The building is currently in daily use by 24 employees working two shifts, 5-days per week.

The building was constructed with block walls and a high, mostly-flat roof. A small, central roof section is pitched so as to accommodate a row of windows above the building's center line. Additional windows, providing light and ventilation, are on all sides of the building.

A company representative stated that, before the installation of evaporative coolers, routine practice was for the building occupants to open all the available windows in the summertime for ventilation and cooling. The representative also provided anecdotal information about periodic fumigation of the building by emissions from the Site smokestack, resulting in deposition of stack particulate matter on the roof and other outside horizontal surfaces and, through the open windows, onto interior horizontal surfaces.

The building interior is subdivided into several large and small work and/or storage rooms. Typically, the large printing and binding units are situated in the middle of the larger rooms, with the ancillary equipment surrounding the units or in adjacent rooms, and the in/out inventory and other supplies kept in areas further removed from the units. The building also encloses an office area (with a low, false ceiling) and an open employee break area near the southeast corner.

Analysis of dust samples collected inside the Artistic Printing facility in 2003 showed significant amounts of LA fibers.

- The LaQuinta Parcel, including the AMPCO (leased) Parking Lot and the Frank Edwards Building, immediately borders the Site on the north and northeast sides and is separated from the Site by a chain link fence. The parking lot, consisting of an asphalt cap on 20 - 36 inches of fill material, is used daily, primarily by individuals visiting or working in downtown Salt Lake City or the (across-the-street) Delta Center. The Frank Edwards Building, a one-story 23,000 square foot structure, is on the northeast corner of the block, approximately 300 feet northeast of and across the parking lot from the Site. Reportedly, the building was last occupied by crew(s) supporting the 2002 Winter Olympics. The building is currently unoccupied, and the building and lot are being marketed by the owner.

Subsurface soil samples were collected below the parking lot surface in late summer 2003, along a line parallel to the Site's eastern fence, offset from the fence by approximately 20 feet. Analysis of those samples showed trace amounts of LA fibers at a depth of 20 - 30 inches below grade at the assumed original ground surface/fill material interface.

Analysis of dust samples collected inside the Frank Edwards Building in December 2003 showed a moderate amount of LA fibers in an office area. Due to a data transcription error, more samples may be performed in the near future.

- The Utah Paper Box Company immediately borders the Site on the south, and is separated from the Site by a chain link fence sitting atop a low retaining wall. Portions of the 57,000 sq. ft., slab-on-grade, elongated building were constructed before 1940. The building is currently in daily use by 60 employees working multi-shifts, 7-days per week.

The building interior is subdivided into several large and small work and/or storage rooms. Typically, the large printing and box-assembly units are situated near the middle of the larger rooms, with the ancillary equipment surrounding the units or in adjacent rooms, and the in/out inventory and other supplies kept in areas further removed from the printing and assembly units. The building also encompasses numerous corporate and business offices as well as planning, drafting, and other, related work stations. Most of the interior office spaces have false ceilings and are individually walled-off from the large work rooms. Currently, there are no windows on the building's north face, the wall facing the Site.

A Company representative offered anecdotal information concerning prior litigation between Utah Paper Box and Vermiculite Intermountain because of repeated VI fumigation of UPB.

Analysis of dust samples collected in various areas inside the Utah Paper Box facility in 2003 failed to detect any LA fibers. Analysis of those samples did show, however, presence of minor amounts of chrysolite.

EPA has conducted several sampling events at the Site and inside the buildings surrounding the Site. Analysis of the samples collected shows the presence of LA fibers in significant concentrations in on- and off-facility soils and in dust collected from within work spaces in businesses adjacent to the Site.

3. Release or threatened release into the environment of a hazardous substance, or pollutant or contaminant

Amphibole asbestos is of concern because chronic inhalation of excessive levels of fibers suspended in breathing air can result in lung diseases such as asbestosis,

mesothelioma, and cancer. Subacute exposures to elevated levels for even a few days have been shown to cause mesothelioma.

Amphibole asbestos is a hazardous substance as defined by 40 CFR Section 302.4 (the National Contingency Plan (NCP)). The solid-solution series of tremolite-actinolite-richterite-winchite (referred to in this document as amphibole asbestos) was present in the vermiculite ore shipped from the Libby Mine. Sampling events at the Site have confirmed the presence of amphibole asbestos in concentrate residues, soils, and dust at concentrations of concern. Accordingly, this concentration represents an unacceptable current and on-going future risk to workers at and visitors to the Site and to the general population occupying nearby businesses and/or downtown venues.

Visible vermiculite is present on the ground surface at the Site, and has been identified through scientific analysis at varying depths in Site soils and at various surface and subsurface horizons on adjacent parcels. LA fibers have also been found at varying concentrations inside buildings on adjacent properties. From any of these contaminant sources, LA fibers are likely to become airborne when disturbed by such activities as wind gusts, surface erosion, foot traffic, automobile traffic, and routine business-related and/or maintenance activities. A tornado struck the Site directly about a decade ago. In soil-raking scenarios demonstrated at the VI-successor site, asbestos fibers became airborne into the breathing zone when lightly disturbed: the chain link fence surrounding this Site is not sufficient to prevent offsite dispersion of any suspended fibers. Significant concentrations of LA-contaminated dust are present inside the buildings adjacent to the Site. Renovation to and/or routine maintenance activities conducted in those buildings could result in unacceptable exposures to building workers or visitors during such activities and could also result in a release of LA fibers outside the buildings and into the environment. Accordingly, there is the potential for direct exposure of people to the LA inside those adjacent businesses, as well as a secondary exposure risk to other people, if fibers are tracked out of the buildings and subsequently become airborne.

The Libby NPL Site Administrative Record contains many academic papers discussing the hazards associated with asbestos in general, and Libby-amphibole asbestos in particular. The documents in the Libby NPL Site Administrative Record are incorporated herein by reference.

4. NPL status

This Site is not being considered for inclusion on the National Priorities List (NPL).

B. Other Actions to Date

1. Previous actions

There have been no previous CERCLA Removal Actions at this Site. Reportedly, UPL performed limited asbestos abatement on a portion of the Site in 2003.

Results from the EPA 2003 sampling activities showed residual amounts of Libby LA on the Site surface subsequent to the UPL abatement activity.

2. Current actions

There are no other pending Federal or State actions at this Site.

C. State and Local Authorities' Roles

EPA has repeatedly briefed representatives of the Utah Department of Environmental Quality (UDEQ) and other local agencies about the investigation and the sampling events and has consulted with them about the investigation findings and analytical results received to date. In addition, UDEQ representatives have participated in numerous planning meetings and have worked closely with EPA in developing associated Site work, ARARs, and community outreach plans. Neither the State nor local agencies have the resources necessary to independently conduct the needed Site investigations or clean-up.

III. THREATS TO PUBLIC HEALTH OR WELFARE OR THE ENVIRONMENT, AND STATUTORY AND REGULATORY AUTHORITIES

A. Threats to Public Health or Welfare

The adverse health effects from exposure to Libby amphibole asbestos have been documented among W.R. Grace workers in Libby, those who have received secondary exposures in Libby (i.e., non-occupational), and others around the country. With respect to the secondary exposures in Libby, the Agency for Toxic Substances and Disease Registry (ATSDR) conducted medical screening of several thousand citizens in Libby and documented the occurrence of significant lung abnormalities among family members of former Grace employees. The ATSDR screening also found significant rates of lung abnormalities among people with "recreational" contact with various vermiculite materials that contain amphibole asbestos. Outside of Libby, there is evidence that Grace workers suffered high rates of asbestos-related disease at various Grace processing plants across the country.

A memorandum from Dr. Aubrey Miller, Senior Region 8 Medical Officer and Toxicologist, regarding the Libby vermiculite and amphibole asbestos, is attached to this Action Memorandum (Attachment 2). Generally, Dr. Miller concludes that the amphibole asbestos found in Libby vermiculite can yield significant amounts of respirable amphibole asbestos fibers. He further concludes that exposure to these fibers has been shown to have pronounced adverse medical consequences, and can present an unacceptable risk to those who may be exposed to LA in even minute quantities.

This information along with the host of other information found in the Libby NPL Site Administrative Record has led the EPA to make the following general conclusions: (1) whenever materials associated with Libby vermiculite can be found there will most likely be associated with it high concentrations of amphibole asbestos; (2) the amphibole asbestos found in the Libby vermiculite is highly toxic; (3) the amphibole asbestos associated with the Libby vermiculite readily produces respirable fibers when disturbed; and, (4) any time when there exists a condition such that there will be people in or around the amphibole asbestos there is a high probability for exposure, and this probability presents an unacceptable risk to public health.

The threat of exposure to workers and visitors to the Vermiculite Intermountain Site, nearby residents, and employees at local businesses exists through the potential inhalation of LA fibers. Therefore, conditions at the Site present an imminent and substantial endangerment to human health and the environment and meet the criteria for initiating a Removal Action under Section 300.415(b)(2) of the NCP. All of the factors from §300.415(b)(2) of the NCP have been considered and the following form the basis for EPA's determination of the threat presented, and the appropriate action to be taken:

- (i) Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances: The presence of amphibole asbestos found at and around the Site in the soil and dust are a threat to human health. In addition, any disturbance of the ground surface or dust patina can cause LA fibers to become airborne at unacceptable concentrations. Persons routinely occupy or visit potentially contaminated areas for personal or occupational uses. Also, maintenance activities in areas with high concentrations of LA fibers could result in a release to the breathing zone of unacceptable concentrations of amphibole asbestos.

Investigations focused on the Libby vermiculite have shown that exposures to the Libby amphibole may result in asbestos-related diseases and death. Studies by NIOSH researchers at other expansion (exfoliation) plants and at the Libby mine, as well as those sponsored by W. R. Grace, clearly show the deleterious health effects to people who were exposed to the LA fibers. In addition, the Public Health Service and ATSDR are conducting an epidemiological evaluation of certain facilities that processed Libby vermiculite ore, both in Libby and around the country. So far, they have discovered documented medical cases where the primary source of exposure to the LA fibers appears to be in non-occupational settings.

As a result of EPA investigations in Libby, it has now become apparent that direct contact with the Libby ore tends to generate significant airborne fiber concentrations. For example, EPA saw evidence that aggressive sampling of bulk materials, conducted in two Libby homes in December 1999, generated excessive amounts of airborne fibers. Also, given the number of cases of asbestos-related disease and death associated with handling ore from the Libby mine, it is reasonable to conclude that any human exposure to the Libby amphibole asbestos may be an imminent and substantial endangerment to public health and welfare.

- (iv) High levels of hazardous substances in soils largely at or near the surface that may migrate; Contaminated vermiculite is visible on the ground surface at the Site. Through laboratory analysis, Libby amphibole asbestos has been identified in Site surface and near-surface soils, and in dust accumulations inside buildings immediately adjacent to the site. These asbestos fibers can become entrained in the air, possibly resulting in inhalation exposures. In addition, contaminated soils or dust can be released from the Site by automobile or foot traffic, on equipment moved from or around inside businesses located adjacent to the Site, through sheet runoff, or via high winds. In particular, Utah central valley winds, particularly in dry summer months, can lead to the release of fine asbestos fibers from the Site.

Currently EPA has not established under any of its regulatory programs an asbestos level in soil below which an exposure does not pose a risk. The 1% cut-off level for regulation under the Toxic Substances Control Act abatement program was established on the basis of analytical capability at the time, and was not established based on the level of risk represented. To the contrary, at Superfund sites in California, EPA Region 9 found in certain settings that concentrations of asbestos less than 1% posed unacceptable inhalation risks when subjected to disturbance by traffic. EPA's "dust-raising" scenarios at the Vermiculite Intermountain sister site in Salt Lake City demonstrated that airborne fibers easily exceeded the OSHA limits even though bulk samples of soil and vermiculite on the ground surface were well-below the 1% TSCA threshold.

- (vii) The (lack of) availability of other appropriate federal or state mechanisms to respond to the release; No other Local, State, or Federal agency is in the position or has the resources to independently implement an effective response action to address the on-going threats presented at this Site.

B. Threats to the Environment

To date, the Site investigation has not considered if the asbestos contamination is a threat to animals, water, and other parts of the environment. Asbestos is primarily a human health threat via an inhalation exposure pathway.

IV. ENDANGERMENT DETERMINATION

Asbestos is a generic term for a group of six naturally-occurring fibrous silicate minerals. The predominant fibrous habit of minerals found at the Site are of the tremolite-actinolite solid solution series (referred to in this Action Memorandum as amphibole asbestos). Asbestos can cause asbestosis and is a recognized human carcinogen, causing lung cancer and mesothelioma, a lethal neoplasm of the lining of the chest and abdominal cavities. Cancer of the larynx and esophageal lining has also been associated with exposure to asbestos. Commercial forms of asbestos have been found to be carcinogenic in experimental animals.

There are documented asbestos-related illnesses and deaths in Libby and near those exfoliation facilities around the country which processed Libby vermiculite ore. A number of the Libby victims did not work at any of the vermiculite processing areas, but received their exposures in other, non-work-related ways i. e., workers at the Libby vermiculite plants wore their dusty clothes home, thereby exposing family members. Also, Libby residents reported playing in piles of vermiculite ore and/or exfoliation products as children. The Vermiculite Intermountain facility in Salt Lake City received and processed Libby vermiculite ore for over four decades, and EPA's sampling shows the lingering presence of substantial amounts of Libby amphibole asbestos at and adjacent to the Site.

Actual or threatened releases of asbestos from this Site, as well as current, ongoing human exposure to contaminated dust by people who may come into contact with the material in their normal workplace, if not addressed by implementing the response action selected in this Action Memorandum, present an imminent and substantial endangerment to public health, welfare, and the environment.

V. EXEMPTION FROM STATUTORY LIMITS

A. Emergency Exemption:

Site conditions meet the criteria set forth in CERCLA §104(c)(1)(A) [40 CFR 300.415 (b)(5)(i) of the NCP].

1. There is an immediate threat to the local population posed by the amphibole asbestos released to the environment. Visible vermiculite is present on the ground surface at the Site, and has been identified through scientific analysis at varying depths in Site soils and at various surface and subsurface horizons on adjacent parcels. LA fibers have also been found at varying concentrations inside buildings on adjacent properties. From any of these contaminant sources, LA fibers are likely to become airborne when disturbed by such activities as wind gusts, surface erosion, foot traffic, automobile traffic, and routine business-related and/or maintenance activities. Renovation to and/or routine maintenance activities conducted in the buildings could result in unacceptable exposures to building workers or visitors during such activities and could also result in a release of LA fibers outside the buildings and into the environment. Accordingly, there is the potential for direct exposure of people to the LA inside the adjacent businesses, as well as a secondary exposure risk to other people, if fibers are tracked out of the buildings and subsequently become airborne.

2. Continued response actions are required to prevent, limit, or mitigate an emergency. If the request for a 12-month and \$2 million statutory exemption is not granted, the Removal Action will not be able to proceed to completion. Total costs of the Removal Action are anticipated to exceed \$2 million due to the size of the properties and the extensive amount of soil contamination; and the large amount of excavation and monitoring of landscape restoration may cause the Removal to extend past 12 months.

3. Assistance from other government agencies is not anticipated on a timely basis for these Removal Actions. Neither the State nor the County has the response capabilities or resources to take any actions independently at the Site. No other mitigation actions are expected to occur to abate the threats described in this action memorandum. Consequently, the timely completion of this Removal Action can only be accomplished if this combined Time-Critical Removal Action and 12-month & \$2 million exemption request is approved.

VI. PROPOSED ACTIONS AND ESTIMATED COSTS

A. Proposed Actions

1. *Proposed action description*

To mitigate the threat to the public health and welfare or the environment posed by the asbestos present at the Site, this Removal will involve the following:

- a. Excavation and/or removal of approximately 3,900 cubic yards of LA-contaminated soils, dust, and miscellaneous debris from the Site and the surrounding properties, including the storage/switch building, the electrical substation parcel, the Artistic Printing Company facility, and the Frank Edwards Building.
- b. Removal action for the LaQuinta Parking Lot: The LaQuinta-leased parking lot between the Frank Edwards Building and the 3rd West Electrical Substation covers approximately 100,000 square feet. As part of this action, additional investigation to characterize probable contamination under the AMPCO parking lot (owned by La Quinta Inns) will be performed. Any contamination found to be a concern will be addressed in a revised action memo; therefore, the cost estimate contained in this memorandum covers only the actions prescribed herein. Currently, direct human contact with an unknown quantity of LA residues on the lot is prevented by the existing asphalt cap and the intervening soil layer. Direct human contact with the LA is prevented as long as the integrity of this cap/soil overburden layer remains intact. However, if this cap/soil overburden layer is disturbed to the extent that LA becomes exposed on the surface, direct human exposure to LA becomes likely. Accordingly, controls (i.e., Institutional Controls, deed restrictions, zoning restrictions, etc.) should be placed such that continuing integrity of the cap/soil overburden layer can be assured. If the current lot owner, or any future owner, contemplates development of this lot (i.e., excavation for new construction), LA removal and disposal, followed by aggressive site clearance, shall be accomplished concurrent with the new site redevelopment actions.

As there are no current known plans for lot excavation, redevelopment, etc., EPA's current Removal Action for this Site does not include cleanup actions on this parking lot. However, if or when such plans become known, EPA will prioritize and schedule the appropriate action(s) to address any remaining LA contamination under the parking lot.

- d. Except as noted in §(V)(A)(1)(b) [above] comprehensive clearance sampling, followed by disposal of the dust and miscellaneous debris removed from the Site and from buildings immediately adjacent to the Site.
- e. Decontamination, transportation, and/or disposal of related waste material.
- f. Property restoration, including placement of backfill, topsoil, and compaction.

2. Contribution to remedial performance

This Removal Action will be a final cleanup. No additional action will be required unless new contaminated areas are discovered in the future. All contaminated areas will be excavated as a cost-effective and efficient means to avoid any future investigations or re-mobilizing for cleanup.

3. Description of alternative technologies

No alternative technologies were found to be appropriate given the nature of the asbestos contamination, the physical location and scope of the project, and its time critical nature. If in the course of this or any subsequent removal actions at the Site, any alternative remediation technologies are identified that will enhance response actions, they will be considered, as appropriate.

4. EE/CA

This is a Time-Critical Removal Action; thus, an EE/CA is not required.

5. Applicable or relevant and appropriate requirements

As this Action is being conducted as a Time Critical Removal Action, all Federal and State ARARs may not have been identified at this time. The ARARs identified to date are provided as Attachment 3. In accordance with the NCP, all ARARs for the Site will be attained to the extent practicable, given the scope of the project and the urgency of the situation as they are identified.

Many of the ARARS identified for these Removal Actions come from the Clean Air Act National Emission Standards for Hazardous Pollutants (NESHAPS) for asbestos. These regulations were designed specifically for renovation and

demolition of buildings with asbestos containing material (ACM) such as floor tile, ceiling tile and pipe wrapping. The regulations were not designed for loose fill vermiculite insulation, piles of unexpanded vermiculite, contaminated soils or heavily contaminated dust. As such, it is anticipated that it may not be practicable to achieve all ARARS during this Removal Action because the regulations contemplate removing all asbestos prior to renovation or other activities.

6. Project Schedule

It is anticipated that the Removal Action will commence in early Spring 2004 and monitoring of landscape restoration can be completed by Summer of 2005.

B. Estimated Costs

EXTRAMURAL COSTS:

ERRS Personnel & Equipment	\$ 664,000
Transportation & Disposal	15,000
Volpe IAG (including Sampling Contractor)	689,000
20% Contingency	<u>273,600</u>

TOTAL EXTRAMURAL COSTS	\$1,641,600
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INTRAMURAL COSTS:

Intramural Direct Costs (10%)	<u>\$ 164,160</u>
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TOTAL EXTRAMURAL + INTRAMURAL	\$1,805,760
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Indirect Costs (35%)	\$ 632,016
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TOTAL ESTIMATED EPA COSTS FOR REMOVAL ACTION	\$2,437,776
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The total EPA costs for this removal action, to be based on full-cost accounting practices, that will be eligible for cost recovery are estimated to be \$2,437,776. Direct Costs include direct extramural costs and direct intramural costs. Indirect costs are calculated based on an estimated indirect cost rate expressed as a percentage of site-specific direct costs, consistent with the full cost accounting methodology effective October 2, 2000. These estimates do not include pre-judgment interest, do not take into account other enforcement costs, including Department of Justice costs, and may be adjusted during the course of the removal action. The estimates are for illustrative purposes only and their use is not intended to create any rights for responsible parties. Neither the lack of total costs estimates nor deviation of actual costs from this estimate will affect the United States' right to cost recovery.

VII. EXPECTED CHANGE IN THE SITUATION SHOULD ACTION BE DELAYED OR NOT TAKEN

Delayed action will increase public health risks to the local population/environment posed by airborne asbestos fibers.

VIII. OUTSTANDING POLICY ISSUES

The Removal Action described in this Action Memorandum does not raise any fundamental response issues, nor does it set any broader policy precedent or constitute a nationally significant issue relating to vermiculite insulation. Asbestos removals have been completed in Region 8, and around the country at numerous removal sites which were initiated under Section 300.415 of the NCP and in compliance with NESHAPS regulation under 40 CFR Section 61.150. This removal does not set a precedent or constitute a nationally significant issue.

IX. ENFORCEMENT

A separate addendum will provide a confidential summary of current and potential future enforcement actions.

X. RECOMMENDATION

This decision document represents the selected Removal Action for the Vermiculite Intermountain site, Salt Lake City, Utah, developed in accordance with CERCLA as amended, and not inconsistent with the NCP. This decision is based on the Administrative Record for the Site.

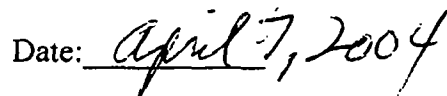
Conditions at the Site meet the NCP Section 300.415(b)(2) criteria for a Removal, and I recommend your approval of the proposed removal action. The total project ceiling will be \$2,437,776. Of this, an estimated \$1,805,760 comes from the Regional removal allowance.

Approve:



Max H. Dodson
Assistant Regional Administrator
Office of Ecosystems Protection
and Remediation

Date:



Disapprove: _____ **Date:** _____

Max H. Dodson
Assistant Regional Administrator
Office of Ecosystems Protection
and Remediation

Attachments:

- Attachment 1 - Facility Area Map
- Attachment 2 - Toxicologist Memorandum
- Attachment 3 - Applicable or Relevant & Appropriate Requirements

SUPPLEMENTAL DOCUMENTS

Support/reference documents which may be helpful to the reader and/or have been cited in the report may be found in the Administrative Record Files for the Vermiculite Intermountain site at the Superfund Records Center for Region VIII EPA, 999 18th Street, Denver, Colorado 80202.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8
999 18TH STREET - SUITE 300
DENVER, CO 80202-2466
<http://www.epa.gov/region08>

SDMS Document ID



2009267

JUL 27 2005

Ref: 8ENF-RC

**NOTICE OF POTENTIAL LIABILITY FOR REMOVAL ACTION
URGENT LEGAL MATTER -- PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED**

Scott V. Williams
Vice President and Asst. General Counsel
La Quinta Inns
909 Hidden Ridge, Suite 600
Irving, TX 75038

Re: Vermiculite Intermountain Site (08-GA)
Salt Lake City, Utah

Dear Mr. Williams:

This letter confirms notification of potential liability, as defined by section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9607 (a), as amended (CERCLA), that you may have incurred with respect to the Vermiculite Intermountain site, located in Salt Lake City, Utah ("Site"). Prior oral notification of potential liability was given to each party during conference calls in April and May of this year.

NOTICE OF POTENTIAL LIABILITY

The United States Environmental Protection Agency (EPA) has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. EPA has spent public funds on actions to investigate and control such releases or threatened releases at the Site. Unless EPA reaches an agreement under which a potentially responsible party (PRP) or parties will properly perform and/or finance the remaining response actions, EPA may perform these actions pursuant to Section 104 of CERCLA.

Under Section 106(a) and 107(a) of CERCLA, 42 U.S.C. Sections 9606(a) and 9607(a), Section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6973 (RCRA), and other laws, PRPs may be obligated to implement response actions deemed necessary by EPA to protect health, welfare or the environment, and may be liable for all costs incurred by the government in responding to any release or threatened release at the Site. Such actions and costs may include, but are not limited to, expenditures for investigations, planning, response, oversight, and enforcement activities. In addition, PRPs may be liable for damages to natural



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resources. EPA has previously entered into an administrative order on consent pursuant to Section 106(a) of CERCLA to PacifiCorp (CERCLA 08-2004-0017, dated 8/11/04) which required PacifiCorp to perform cleanup activities on its property. The majority of work under that Order has been completed.

EPA has evaluated information in connection with the investigation of the Site. Based on this information, EPA believes that you may be a PRP with respect to this Site. PRPs under CERCLA include current and former owners and operators of the Site as well as persons who arranged for disposal or treatment of hazardous substances sent to the Site, or persons who accepted hazardous substances for transport to the Site. By this letter, EPA notifies you of your potential liability with regard to this matter and encourages you to perform or finance those response activities that EPA determines are necessary at the Site.

In accordance with CERCLA and other authorities, EPA already has undertaken certain actions and incurred certain costs in response to conditions at the Site. These response actions include removal site evaluation and investigation activities, as well as cleanup actions. EPA may expend additional funds for response activities at the Site under the authority of CERCLA and other laws.

DECISION NOT TO USE SPECIAL NOTICE

Under CERCLA Section 122(e), EPA has the discretionary authority to invoke special notice procedures to formally negotiate the terms of an agreement between EPA and PRPs to conduct and/or finance response activities. Use of these special notice procedures triggers a moratorium on certain EPA activities at the Site while formal negotiations between EPA and the PRPs are conducted.

In this case, EPA has decided not to invoke the Section 122(e) special notice procedures. It is EPA's policy not to use the special notice procedures for removals unless there is a 6-month planning lead time after the decision to respond and prior to the initiation of the action. Since the planning lead time prior to the initiation of this response action is less than 6 months, special notice procedures will not be used.

DEMAND FOR PAYMENT

With this letter, EPA demands that you reimburse EPA for its costs incurred to date. In accordance with CERCLA, EPA already has undertaken certain actions and incurred certain costs in response to conditions at the Site. These response actions include assessment, investigation, and removal activities at the Site. The costs incurred at the Site through May 31, 2005 are approximately \$2,340,234.95. In accordance with Section 107(a) of CERCLA, demand is hereby made for payment of the above amount plus any and all interest recoverable under Section 107 or under any other provisions of law. You are potentially liable for additional costs that have been incurred by EPA at the Site, but are not yet reflected in EPA's accounting systems, and costs for any EPA conducted additional activities at the Site, plus interest.

ADMINISTRATIVE RECORD

Pursuant to CERCLA Section 113(k), EPA must establish an administrative record that contains documents that form the basis of EPA's decision on the selection of a response action for a Site. The administrative record files, which contain the documents related to the response action selected for this Site, is currently available to the public for inspection at the EPA Region 8 office at the following address:

EPA Region 8 - Superfund Records Center
999 18th Street, 5th floor
Denver, CO 80202

And is also available at the:

Salt Lake City Library
210 East 400 South
Salt Lake City, UT 84111-2804
Attn: Anne Menzies

PRP RESPONSE AND EPA CONTACT

The factual and legal discussions contained in this letter are intended solely for notification and information purposes. They are not intended to be and cannot be relied upon as final EPA positions on any matter set forth herein. Your response to this notice letter should be sent to:

U.S. Environmental Protection Agency
Matthew Cohn, Senior Enforcement Attorney, 8ENF-L
Office of Enforcement, Compliance and Environmental Justice
999 18th Street, Suite 500
Denver, CO 80202

If you or your attorney have any questions pertaining to this matter, please direct them to Matthew Cohn, 303-312-6853.

Sincerely,

for *Edgar A. Sierra*
Carol Rushin, Assistant Regional Administrator
Office of Enforcement, Compliance
and Environmental Justice

cc: Robin Main, Esq.
Holland & Knight
One Financial Plaza
Providence, RI 02903

Matthew Cohn, ENF-L
Kelcey Land, ENF-RC
Joyce Ackerman, EPR-PAER

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Scott V. Williams V.P. & Asst. General Counsel La Quinta Inns 909 Hidden Ridge, Suite 600 Irving, TX 75038</p> <p style="font-size: 1.2em; margin-top: 20px;">ENFRC H JUL 29 2005</p> <p>2. Article Number (Transfer from service label)</p>	<p>A. Signature X <u>DR Welch</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>DR Welch</u> C. Date of Delivery <u>8/1</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
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PS Form 3811, February 2004

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SWC 100 S. 300 W.
SALT LAKE CITY, UTAH



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Inc.**

The Quality People
Since 1955

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(702) 798-8050 • fax 798-7664

Prepared for: La Quinta Inns, Inc.
112 East Pecan Street
San Antonio, Texas 78299-2636

Project No.: 4187JL168

Date: July 21, 1997

Tom Collet
Project Manager

Christopher L. White
Director of Environmental Services

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	LAKESIDE	520-368-5568	TUCSON	520-748-2262		

recommends a Phase II investigation to determine the impact, if any, to the subject property from these off-site USTs that were previously located on adjoining properties.

Fluorescent Lights: All fluorescent light ballasts should be inventoried and classified as to PCB content. Nearly all fluorescent light ballasts manufactured prior to 1979 contain PCBs. All PCB ballasts manufactured after July 1, 1978 that do not contain PCBs are required to be clearly marked "No PCBs". Since most ballasts also contain a date stamp in the metal base plate, the presence of a date as well as the "No PCB" label should be verified. Unmarked ballasts or ballasts without a date code should be classified as PCB ballasts.

Once classified as to PCB content, PCB ballasts should be checked for leakage. PCBs are usually a clear or yellow oil, and most PCB leaks are visible. However the asphalt potting material in ballasts with leaking asphalt may be contaminated with PCBs, and these ballasts should be classified as leaking. If leakage of any ballast is noted, a properly trained hazardous waste management company should be contacted for ballast removal and disposal.

Previous Property Usage: The property has been identified as previously used by a trucking company and a lumber yard. These companies may have been involved in the usage, storage, or transporting of hazardous substances. One structure, that may or may not have been on the subject property, was identified as being labeled 'insulating material works, rock grinding'. This may be indicative of an asbestos related facility.

Possible UST on Subject Property: A gas/oil area was labelled in the northeast corner of the subject site on some of the Sanborn Maps that were reviewed. It is unknown if this was an aboveground storage area or if there was underground storage of these products. There is therefore, the possibility that a UST or UST(s) may still be on the subject site. If UST(s) are discovered during excavation operations it (they) should be removed, disposed of properly, and sampling around the tank(s) should be performed to confirm that the surrounding environment has not been negatively impacted.